The Solicitors' Journal

VOL. LXXXI. **Saturday, December 18, 1937.** No. 51

Editorial, Publishing and Advertisement Offices: 29–31, Breams Buildings, London, E.C.4. Telephone: Holborn 1853.
SUBSCRIPTIONS: Orders may be sent to any newsagent in town or country, or, if preferred, direct to the above address.
Annual Subscription: £2 12s., *post free*, payable yearly, half-yearly, or quarterly, in advance. *Single Copy:* 1s. 1d. *post free.*
CONTRIBUTIONS: Contributions are cordially invited, and must be accompanied by the name and address of the author (not necessarily for publication) and be addressed to The Editor at the above address.
ADVERTISEMENTS: Advertisements must be received not later than 1 p.m. Thursday, and be addressed to The Manager at the above address.

Current Topics.

Two New Judges.

WITH the extension by recent legislation of the grounds upon which divorce may be decreed it was, of course, obvious that the present small number of judges attached to the Probate, Divorce and Admiralty Division would be unable to cope with the increasing number of petitions presented, and consequently it was seen to be necessary to augment the personnel of the judiciary in that division. Legislative sanction having been given for this being done, the LORD CHANCELLOR has lost no time in making the appointments, two in number, and we feel sure that the profession will agree that his choice could not have been bettered. The senior of the two appointees, the HON. STEPHEN OGLE HENN COLLINS, K.C., is a distinguished common law practitioner, as becomes the son of LORD COLLINS, one of the greatest lawyers to adorn the bench, who was one of the editors of the classic work "Smith's Leading Cases," then successively a judge of the Queen's Bench Division, a Lord Justice of Appeal, and eventually a Lord of Appeal in Ordinary. The new judge has enjoyed a large practice; for some years he was junior common law counsel to the Admiralty, and doubtless he will prove a valuable accession to the Bench. The second of the new appointees, Mr. FRANCIS LORD CHARLTON HODSON, M.C., K.C., distinguished himself in the Great War, and later, in preparation for his work at the Bar, he became a pupil of the late Mr. Justice FRASER, who is said to have trained more lawyers than any other in modern days, though another active junior is reputed to have run him very close in this matter. The fact that Mr. HODSON was recently called within the bar in solitary state was regarded by those curious in such matters as the prelude to the promotion which has now come to him. With his large experience of the main work of the Division to which he is now attached he should prove an excellent and expeditious judge.

Federal Court of India.

THIS new tribunal within the framework of the Empire, which was established by the Government of India Act, 1935—a statute consisting of no fewer than 478 sections and fifteen schedules, the whole running to 431 pages, and which made far-reaching changes with regard to the administration of justice in our great eastern dependency—was inaugurated last week at Delhi with that pomp and circumstance eminently befitting so august an occasion. On taking their seats, the judges, Sir MAURICE GWYER, the Chief Justice, Sir SHAH SULAIMAN, and Mr. JAYAKAR, were welcomed by the Advocate-General of India (Sir BROJENDRA MITTER), by Sir TEJ BAHADUR SAPRU, the leader of the Indian Bar, and by the Advocates-General of the various Provinces, after which Sir MAURICE GWYER, who enjoys the proud distinction of being the first Chief Justice of India, delivered an allocution, felicitously phrased, in which he stressed the significance of the ceremony and all that the new tribunal meant for India, likening it to a crucible in which the flux of current and political thought would be tested, refined and welded into shape. Upon those who would practise in the court, he proceeded to say, lay a great responsibility for upholding the rights of the individual no less than the rights of the State, the essentials of a great liberal tradition being the mutual recognition, not only of rights but of duties, the equality of all men before the law, and a readiness to give one's opponent a hearing—all, indeed, that was summed up in that noble word "toleration." With such animating words the new court begins what we feel sure will prove to be a career of immense usefulness, with the heartiest of good wishes of all representatives of the law in the homeland and throughout the Empire.

Its Jurisdiction.

SPECIFIC provision is made by the Act with regard to the jurisdiction exercisable by the new Federal Court. First, it is given an original jurisdiction, to the exclusion of any other court, but subject to certain limitations, in any dispute between any of the Provinces or any of the Federated States, if and in so far as it involves any question (whether of fact or of law) on which the existence of a legal right depends. It further possesses an appellate jurisdiction from any judgment, decree or final order of a High Court in British India if that court certifies that the case involves a substantial question of law as to the interpretation of the Act or any Order in Council made thereunder. Further, an appeal lies to the court from a High Court in a Federated State on the ground that a question of law has been wrongly decided, being a question concerning the interpretation of the Act or an Order in Council made thereunder, or the extent of the legislative or executive authority vested in the Federation. What may more immediately interest practitioners in this country is the position with regard to appeals to the Judicial Committee of

the Privy Council in view of the tendency in recent years to limit this as far as practicable. Section 208 of the Act preserves the right of appeal from the Federal Court to this extent, that an appeal will lie from its judgment given in the exercise of its original jurisdiction in any dispute concerning the interpretation of the Act or of an Order in Council made thereunder, or the extent of the legislative or executive authority vested in the Federation, and in any other case by leave of the court itself or of the Judicial Committee.

Road Safety: A Select Committee.

THE statement by the EARL OF MUNSTER in the House of Lords some ten days ago to the effect that the Government was prepared to accept LORD NEWTON'S proposal to appoint a Select Committee to consider the subject of road accidents, and to suggest, if possible, further measures to reduce the number of road casualties, will be welcomed by all sections of road users. It may be recalled that the terms of the motion in the amended form in which it was agreed to by the House of Lords was "That a Select Committee be appointed to consider what steps should be taken to reduce the number of casualties on the roads." Various motoring organisations have expressed approval of the project and have intimated their willingness to give such assistance as they can by tendering evidence. One of them, in our view rightly, emphasises the importance of the terms of reference being as wide as possible, and there seems to be nothing in the above quoted motion to prevent the terms of reference being drawn in such a way as to provide scope for the formulation of definitive conclusions of lasting value. Another organisation reiterates its convictions concerning the value of an accelerated and progressive policy of road construction and of an intensive campaign of propaganda under the direction of the Government to bring home to every member of the community his responsibility and obligations when using the roads. Yet another stresses the desirability of modernising the main roads and, where necessary, building others for through motor traffic, while a fourth advocates further and wider dissemination of the Highway Code in a simpler form. The Committee will not lack a multitude of counsellors, and it may be hoped that out of the mass of evidence which will be tendered it will be able to make recommendations of permanent value towards the solution of a problem which the periodical issue of statistics shows to be as insistent as ever.

Taxi-Cab Drivers and Workmen's Compensation.

A FEW weeks ago we alluded to the Workmen's Compensation (Amendment) Bill, which seeks to remove the anomaly leading to the exclusion of taxi-drivers (and others) from the benefits of the Workmen's Compensation Act by reason of the fact that the persons from whom the vehicles are hired are not themselves the owners but obtain them under hire-purchase agreements. Mr. CAREY, moving the second reading of the Bill last Friday week, recalled that many London taxi-cab drivers held their cabs and plied for hire under a contract of bailment, which meant that they were on a hire-purchase agreement. They did not draw wages in the ordinary sense of the term, and they usually supplemented their earnings by such tips as they might be given. It was held by the Holman-Gregory Committee on Workmen's Compensation in 1920, that these persons could not benefit under the law as then existing and provisions were included in subsequent legislation to meet their case. Since that time there had been a change in the arrangements under which the taxi-drivers worked, and over one-third of the 11,000 such drivers in London, though they still obtained cabs under a contract of bailment, did not obtain them from owners but from garage proprietors and others who, owing to the spread of hire-purchase, were not the owners of the cabs themselves, but only the hire-purchasers. The speaker went on to explain how the provisions of the Bill would remove the anomaly above referred to, but as this has already been indicated in our columns, it is unnecessary to repeat the information here. It was intimated that the Bill also related to "that unique company of workmen, the Thames bargees." The Bill was supported by a member from the opposite side of the House to that occupied by Mr. CAREY, and Mr. G. LLOYD, Under Secretary, Home Office, stated that they all wished to see the measure passed as soon as possible, and that the Home Office would do whatever they could to assist its passage. The Bill was read a second time.

The Meaning of "Architect."

THAT persons engaged in activities requiring a high degree of skill should have the right by statute of the exclusive use of the term associated in the popular mind with those activities is a useful and well-tried principle in civilised communities; and the increasing specialisation involved in modern conditions with its inevitable concomitant, a decrease in the range of general knowledge and the ability on the part of the public correctly to appraise the claims of an individual to practise in his specialised subject, must, as past statutes bear witness, result in the course of time to an increasing number of words afforded special protection by legislation. Should the word "architect" be one of them? The bulk of opinion of bodies concerned or associated with the practise of architecture is in the direction of an affirmative answer to that question, and the Architects' Registration Bill, which at the time of writing is shortly to be presented for second reading in the House of Commons, has the support of the Royal Institute of British Architects, the Incorporated Society of Auctioneers and Landed Property Agents, the National Federation of Building Trade Employers, and the executive committee of the National Federation of Building Trade Operatives. The Incorporated Association of Architects and Surveyors, however, with a membership of 10 to 11 per cent. of the total number of architects registered under the existing voluntary system, is opposed to the measure. We are not in a position to speak for this body, or to indicate the grounds of its objection, but according to a recent memorandum issued through the Royal Institute of British Architects for the Architects' Registration Council, it is understood that this association is dissatisfied with the decision of the Board of Architectural Education in 1932 rejecting their examination as being of too low a standard for a qualified architect. The arming of a professional body with powers to set the standard of competence as a condition precedent to the use of a statutorily protected title may doubtless be a source of injury in view of the possible exclusion of those who could perform useful service to the community in the branch of activity concerned, and doubtless this is a matter which will be present to the minds of the Legislature in considering the contents of the present Bill. Opposition is also forthcoming from the Institution of Municipal and County Engineers, apparently on the ground that it would deprive local authorities of the right which they have hitherto possessed to designate one of their officers as their architect unless he is so registered. But it is pointed out that there is nothing in the Bill to prevent officers of local authorities, whatever their qualifications, from carrying on work, architectural or otherwise, as they are doing at present or may wish to do in future.

The Present Bill.

It remains, very briefly, to indicate the principal contents of the new measure. There are at present some 12,000 architects who have utilised the machinery prescribed by the Architects (Registration) Act, 1931, for voluntary registration to become "registered architects" in accordance with the provisions of that Act. But, it is urged, the public does not appreciate the distinction between a "registered architect" and an "architect"—a title which under the present law can be assumed by anyone, no matter how uneducated or illiterate. The main purpose of the measure is, therefore,

to put an end to this not unnatural state of confusion by restricting the use of the title "architect" to registered architects. The position of those who are earning their living as architects is safeguarded by a provision that any *bona fide* practising architect shall be entitled to admission to the register during a period of two years after the passing of the Bill. Applications for admission are accepted by the Architects' Registration Council after inquiry by the admission committee consisting of architects and representatives of allied professions set up under the Architects (Registration) Act, 1931; and the Bill provides that applicants who are rejected shall have a right of appeal to a special tribunal of three persons appointed respectively by the Lord Chancellor, the Minister of Health, and the President of The Law Society. Future would-be entrants to the profession will, under the Bill, have to qualify by passing one of the examinations recognised by the council on the advice of the Board of Architectural Education set up under the Act of 1931. Without committing ourselves to approval of all the details of the measure, we desire to record a general opinion in its favour, particularly on the ground that it appears to afford protection to the public by the removal of a readily entertained misconception concerning the connotation of the term "architect"—and that without hampering the individual from employing an unqualified person on architectural work should he so desire.

Rules and Orders: Matrimonial Causes.

THE attention of readers is drawn to the fact that the Matrimonial Causes Rules, 1937 (S.R. & O. 1937, No. 1113/L.14), made by the Rule Committee of the Supreme Court have now been published (H.M. Stationery Office, price 1s. net). These rules, which come into operation on 1st January, 1938, contain an exhaustive code of procedure with reference to certain provisions of the Supreme Court of Judicature (Consolidation) Act, 1925, as amended, and to the Matrimonial Causes Act, 1937. The rules themselves number eighty-two, and there are three appendices, the second of which contains a number of prescribed forms. They revoke the Matrimonial Causes Rules, 1924, and Orders XXXVA, XXXVIA, and Order LIX, r. 4A, of the Rules of the Supreme Court, and in their application to matrimonial causes and matters pending on 1st January, 1938, they are to have effect subject to such directions as the judge or a registrar may think fit to give in any particular case. It is impossible to indicate the contents of the rules even in the most summary manner here, but they will be dealt with in an early issue.

Recent Decisions.

IN *Re Home Grown Sugar, Ltd.* (*The Times*, 8th December), SIMONDS, J., held that, where under the articles of association of a company the Minister of Agriculture and Fisheries was entitled on a winding up to receive in respect of each share held by him "a sum equivalent to the amount of dividend on a share of the company issued originally to the public on the first general allotment of shares, less the amount of dividend received on such share held by the Minister," the phrase had reference to the sums actually received by the other shareholders after deduction of tax. During an agreed period the dividends had been paid to those shareholders under a scheme whereby, *inter alia*, the Minister undertook to pay sufficient moneys to the company to guarantee a dividend of 5 per cent. and to deduct and account to the Inland Revenue Commissioners for income tax on any moneys so agreed to be paid.

In *Smith* v. *Everybody's Publications, Ltd.* (*The Times*, 10th December), heard before LORD HEWART, C.J., and a special jury, the plaintiff was awarded £1,000 damages in respect of a libel published in *Everybody's Weekly*. Some eleven years ago the plaintiff was acquitted on a charge of murder, his defence being that the shooting of the dead man was accidental, but he was sentenced to a year's imprisonment for being in unlawful possession of a firearm, and the libel arose out of an article and an illustration purporting to deal with those events.

In *Draper* v. *British Optical Association* (*The Times*, 10th December), FARWELL, J., held that an action in which the plaintiff sought an injunction to restrain the defendants from enforcing or attempting to enforce upon him a code of ethics which had been published in the *Dioptric News* and related to optical advertising by members of the association, of which the plaintiff was one, was premature. It was intimated that if the association had purported to expel the plaintiff because of alleged infractions of the code, the plaintiff might have a cause of action, but at the present the action was misconceived, and must be dismissed.

In *Appeal of Cousens* (*Re Cousens, deceased*) (*The Times*, 11th December), BRANSON, J., upheld a decision of the Minister of Health that the employment of the appellant's husband, since deceased, as lieutenant and quartermaster in the 6/7 Battalion of the Manchester Regiment (Territorial Army) was employment in the military service of the Crown, and accordingly, by virtue of para. (*a*) of Part II of the First Schedule to the National Health Insurance Act, 1924, was excepted from the compulsory provisions of the said Act and was not employment within the meaning of the said Act. Compare *Derbyshire County Council* v. *Middlesex County Council* [1936] 1 K.B. 133, where it was held that a man attending a Territorial Army camp for his annual training was not "serving in the military service of the Crown as a soldier" with reference to proviso (*a*) of s. 93 (1) of the Poor Law Act, 1930.

In *Corbett* v. *Inland Revenue Commissioners* (*The Times*, 14th December), the Court of Appeal (Sir WILFRED GREENE, M.R., and ROMER and MACKINNON, L.JJ.) upheld a decision of LAWRENCE, J., to the effect that payments to the tenant for life of a share of residue under a will made by executors pending the administration of the estate, were not for income tax purposes income of the beneficiary, and therefore that her husband was not assessable to sur-tax with reference to the said sums. *Dr. Barnardo's Homes* v. *Special Commissioners of Income Tax* [1921] 2 A.C 1, and *Marie Celeste Samaritan Society of the London Hospital* v. *Inland Revenue Commissioners*, 43 T.L.R. 23, followed.

In *Rex* v. *Nodder* (*The Times*, 14th December), the Court (LORD HEWART, C.J., and BRANSON and PORTER, JJ.) dismissed an appeal of one convicted at Nottingham Assizes of murder and sentenced to death.

In *MacNeece, P. B.* v. *MacNeece, J. F. D.* (*The Times*, 14th December), Sir BOYD MERRIMAN, P., granted a decree of judicial separation on the petition of a wife who alleged cruelty by the husband. The learned President adverted to the importance of appreciating what is meant by cruelty in the light of the coming into force of the Matrimonial Causes Act in January and expressed himself as satisfied in the present case that when the petitioner left her husband she was in actual danger of a severe breakdown in health, and had reasonable apprehension of bodily danger.

In *The Master and Fellows of University College, Oxford* v. *Secretary of State for Air* (*The Times*, 16th December), a Divisional Court (LORD HEWART, C.J., and BRANSON and PORTER, JJ.) held on a case stated by an official arbitrator under the Acquisition of Land (Assessment of Compensation) Act, 1919, that where part of the claimants' land had been compulsorily acquired by the Crown for the purpose of an aerodrome, the owners were entitled to claim for injurious affection to the remainder of their property by reason of the user to which the land to be purchased might be put. *Blundell* v. *Regem* [1905] 1 K.B. 116, followed.

Criminal Law and Practice.

BIGAMY AND GRETNA GREEN MARRIAGES.

Is a person who marries at Gretna Green without complying with the requisite twenty-one days' residential qualification guilty of bigamy if he does so during the life of a former wife? Section 57 of the Offences against the Person Act, 1861, provides: "Whosoever, being married, shall marry any other person during the life of the former husband or wife, whether the second marriage shall have taken place in England or Ireland or elsewhere, shall be guilty of felony . . ."

On 9th December, in *R.* v. *Robinson* (*The Times*, 10th December), a Scottish legal expert gave evidence at the Central Criminal Court that an irregular marriage according to the law of Scotland was invalid unless one of the parties had his or her usual place of residence in Scotland, or one of the parties had lived in Scotland for twenty-one days precedent. The defendant had been previously married in January, 1935, and on 29th September, 1937, he went through a form of marriage during his wife's life with a person other than his wife. It was proved that the second ceremony was an irregular marriage within s. 1 of the Marriage (Scotland) Act, 1856.

The Recorder said that the point did not appear to have been touched by any authority during the last sixty-five years. He added that he thought that it was quite immaterial that the accused had not in fact fulfilled the condition of twenty-one days' residence, and that, although the ceremony might be brief, it appeared to be adequate and sufficient. The parties joined hands and accepted each other for a then intended marriage. If one looked at the Offences against the Person Act, 1861, at the purpose of the enactment, the mischief which would be committed and the remedy which the legislature intended to apply, it was clearly recognised by the law that this form of ceremony was capable of producing a valid marriage. The prisoner was found guilty and sentenced to nine months' imprisonment.

In granting an application by the defence for a certificate for leave to appeal, the Recorder said that he thought that it would be an advantage to have the ruling of a higher tribunal.

There can be no doubt that as to the second "marriage" the form and the ceremony "must be such as is known to and recognised by the law as capable of producing a valid marriage" ("Russel on Crimes," 9th ed., p. 684).

Section 1 of the Marriage (Scotland) Act, 1856, provides: "No irregular marriage contracted in Scotland by declaration, acknowledgment or ceremony shall be valid unless one of the parties had at the date thereof his or her usual residence there, or had lived in Scotland for twenty-one days next preceding such marriage; any law custom or usage to the contrary notwithstanding." The object of passing this Act was to lessen the number of runaway Gretna Green marriages.

In *Lawford* v. *Davis* (1877), 4 P.D. 61, a decree of nullity was pronounced where a Gretna Green ceremony had taken place, but the requisite residence qualification was absent.

On the other hand, marriage by repute is not affected by this Scottish Act, and such a marriage was held to be valid where it was proved that the parties had lived together for some years as husband and wife although they had been through an invalid ceremony, as habit and repute were amply sufficient to prove consent (*De Thoren* v. *Attorney-General* (1876), 1 A.C. 686).

In *Graham's Case*, 2 Lewin 97, however, it was held that the requisite assent of both parties was not clearly and distinctly proved, as, although they had lived together for some time, the man still called the woman by her maiden name. A writer to the signet in that case gave evidence that in Scotland the assent of both parties must be clearly and distinctly proved, and that subsequent living together was not essential to the validity of the contract, but this conduct may explain ambiguous words, if any, in the contract.

It would appear, therefore, that without the requisite residence qualification a Scottish marriage by declaration, acknowledgment or ceremony is invalid unless there has been marriage by repute (*De Thoren* v. *Attorney-General*, *supra*).

It only remains to consider the important authority of *Rex* v. *Allen* (1872), 1 C.C.K. 369. In that case the prisoner went through a second ceremony of marriage with his niece during his wife's life, and it was argued that such a marriage was in itself void since the passing of 5 & 6 Will. IV, c. 54, s. 2, which rendered invalid consanguineous marriages. In that case Cockburn, C.J., quoted Lord Denman in *Reg.* v. *Brown*, 1 C. & K. 144, on the earlier statute 9 Geo. IV, c. 31, s. 22, which was in precisely the same language as the Offences against the Person Act, 1861, s. 57. He said: "I am of opinion that the validity of the second marriage does not affect the question. It is the appearing to contract a second marriage and the going through the ceremony which constitutes the crime of bigamy; otherwise it could never exist in the ordinary cases, as a previous marriage always renders null and void a marriage that is celebrated afterwards by either of the parties during the lifetime of the other." In that case a woman defendant had married her deceased sister's husband. Cockburn, C.J., also cited a decision of Gurney, B., to the same effect, where the woman whom the prisoner was charged with having married concealed her identity under a different name, and Gurney, B., said: "The parties cannot be allowed to evade the punishment for such an offence by contracting a concertedly invalid marriage." Cockburn, C.J., cited with disapproval *Reg.* v. *Fanning*, 17 Ir. C.L.R. 289, in which the second marriage was between a Roman Catholic and a Protestant and was celebrated by a Roman Catholic priest, a form of marriage which was under 19 Geo. II, c. 13, "null and void to all intents and purposes." This was held not to constitute the offence of bigamy. Cockburn, C.J., pointed out that in that case the marriage resorted to was inapplicable to the circumstances of the parties and ineffectual to create a valid marriage, whereas in the case before him the form would have been good and binding in law.

The learned judge said that he had to look at the purpose of the statute, the mischief to be prevented, and the remedy which the legislature intended to apply. He said the object of the statute was not to prevent polygamy, as had been stated in *Reg.* v. *Fanning*, *supra*, but to prevent the prostitution of a solemn ceremony, which prostitution was usually employed for the purpose of deception. He said that the words "shall marry another person" might well be taken to mean "shall go through the form and ceremony of marriage with another person," but added: "We must not be understood to mean that every fantastic form of marriage to which parties might think proper to resort, or that a marriage ceremony performed by an unauthorised person, or in an unauthorised place, would be a marriage within s. 57 of 24 & 25 Vict. It will be time enough to deal with a case of this description when it arises. It is sufficient for the present purpose to hold, as we do, that where a person already bound by an existing marriage goes through a form of marriage known to and recognised by the law as capable of producing a valid marriage, for the purpose of a pretended and fictitious marriage, the case is not the less within the statute by reason of any special circumstances, which independently of the bigamous character of the marriage, may constitute a legal disability in the particular parties or make the form of marriage resorted to specially inapplicable to their individual case."

It is arguable that a Gretna Green marriage by declaration without the requisite residence qualification comes within the last class mentioned, i.e., one in which there are circumstances which make the form of marriage resorted to specially

inapplicable to the individual case. On the other hand, it may well be contended that this is one of the cases of a fantastic form of marriage or of a marriage by an unauthorised person, or in an unauthorised place, which the court in *Reg.* v. *Allen*, *supra*, expressly refrained from deciding. It is a point of real difficulty and importance and one eminently suitable for consideration by a higher tribunal.

Housing Act: Demolition Orders.

REMOVAL OF SUPPORT FROM ADJOINING BUILDINGS.

A MATTER which is exercising the minds of many property owners is what is the position where an order to demolish under the Housing Act results in the withdrawal of support from an adjoining building.

Presuming, first of all, that there is an easement of support, it is unlikely that the owner of the dominant tenement will willingly acquiesce in its disappearance. In such case the owner of the servient tenement must be interested in whether he is liable for the letting down of the adjoining property, or whether he may rely on the order of the local authority to absolve him from his liability.

It would seem from the case of the *Union Co.* v. *London Dock Co.* [1902] 2 Ch. 557, that the establishment of an easement of support should provide no insuperable difficulty to an adjoining owner in the case of houses of a character likely to be the subject of a demolition order; if anything, the onus would seem to be on he who denied it rather than he who affirmed.

Following from this, it would seem that a demolishing owner must continue to give support or else rely on the argument that the order which he is obeying extinguishes the easement—that is, that the continuance of the easement is inconsistent with the operation of the statute.

In the case where a local authority acquire and demolish the position is provided for in s. 46 of the Act, whereby compensation is payable for any easement extinguished. On that analogy it would not seem that the argument that the easement can be avoided by the operation of the Housing Act was one that commended itself to the Legislature.

It is a well-settled rule, however, that an easement which is inconsistent with a statute is extinguished, whether the inconsistency is explicit or implicit; and the inconsistency depends not on the intention of the Legislature, but on the language of the statute.

So far so good. The Housing Act, however, contains other provisions besides those directing the demolition of insanitary houses. By s. 2 a statutory duty is placed upon owners to maintain houses in a reasonable state of fitness for human habitation, and action is not to be taken requiring demolition of an insanitary house until the character of the house is such that it is unfit for human habitation and not capable of being made so fit at reasonable expense.

This being so, the argument that the easement is extinguished by operation of statute can be countered by the submission that the statute does not operate until, by reason of its condition, the property has been adjudged to be unfit for human habitation. In other words, had the owner of the servient tenement properly maintained his property, as he is required by law to do, the statute would not have operated to require demolition.

In the main this would seem a very strong point against the argument that the easement was extinguished by operation of the statute. Taking the matter further, however, one must examine the grounds upon which unfitness is established. Unfitness may be established by having regard to how far the houses, by reason of disrepair or sanitary defects, fall short of modern bye-laws or local enactments in operation in the area and applicable to new houses, or the standard of working class housing in the district.

The direction to this effect is given in s. 188 (4) of the Housing Act, 1936. It is arguable that if the houses are unfit by reason of their failing to reach the standard of new houses, or failing to reach within a certain standard below such new houses, they are being regarded as unfit because of an arbitrary standard set up by the Housing Act.

To take a concrete example: new bye-laws are not to apply to already existing buildings, but so far as s. 188 (4) of the Housing Act is concerned, those bye-laws are specifically made applicable in determining to what regard shall be had in deciding in the case of those same houses the question of fitness or unfitness for human habitation. In such case it may be argued that the statute declares the houses to be unfit and that their demolition is by operation of the same statute.

Should this argument succeed, it becomes very important to discover on what grounds the houses are found to be unfit. Should they be unfit by reason of disrepair, it would be exceedingly difficult to raise such an argument. On the other hand, if the houses are condemned by reason of sanitary defects which have become defects by reason of recent bye-laws or enactments not applicable at the time of building of the houses, then there should be considerable chance of succeeding with the argument that the easement of support was extinguished by operation of statute.

The position in London would seem to be something apart. In the case of *Selby* v. *Whitbread* [1917] 1 K.B. 736, it was held that a claim for support at common law could not co-exist with rights under the London Building Act. In this matter regard should also be had to the case of *Lewis & Salome* v. *Charing Cross, Euston & Hampstead Rly.* [1906] 1 Ch. 508, where it was held that in London an adjoining owner would have no rights against a demolishing-owner.

Sooner or later this matter must come before the courts for a decision. There are many property owners anxious to have the matter decided, and as the operation of the Housing Act continues many more will be affected.

Company Law and Practice.

The position of a Landlord in a Liquidation.

I WANT to consider this week in rather general terms the position of a landlord whose tenant is a company which has gone into liquidation. The law on this subject rests on a number of well-known decisions of the courts and may safely be said to be well settled in most respects. It is, however, interesting to see the attitude that the courts have adopted towards the landlord, treating him as a creditor in respect of any rent due to him on the same footing as any other creditor of the company, except for a few minor concessions. The landlord is not a preferential creditor, except to a limited extent in the special circumstances set out in sub-s. (6) of s. 264 of the Companies Act, 1929; that is to say, in the event of a landlord distraining or having distrained on any goods or effects of the company within three months next before the date of a winding-up order the preferential debts are a first charge on the goods or effects so distrained on or the proceeds of sale thereof, but in respect of any money paid under any such charge the landlord is given the same preferential rights as the person to whom the payment is made. After the commencement of the winding-up it is too late to distrain, though in some cases the landlord may be able to apply to the court for leave to do so.

A sharp dividing line has been drawn between rent accrued due at the date of the commencement of the winding-up and rent which accrues due after such date. In the former case the landlord may never get leave to distrain and must come in and prove for his rent *pari passu* with the other creditors. A landlord whose tenant is in arrears with his rent has a legal remedy by way of distress of which he should proceed at once to avail himself. If he does so then he will bring

himself within s. 264 (6) of the Companies Act, 1929, and obtain the limited preferential treatment accorded by that section. But if he neglects to take any steps until the company has gone into liquidation he will not be assisted in any way and his only right is to prove. The question was examined and clearly expounded by Fry, J., in his judgment in the case of *In re Brown, Bayley and Dixon*, 18 Ch. D. 649. The details of the case are of no importance and in fact the applicants were not landlords but mortgagees having a right of distress to enforce payment of interest. They claimed to be allowed to distrain for arrears accrued due before the commencement of the winding up. Fry, J., noted that there were two conflicting principles at work. The first is that as far as possible the independent rights of independent persons ought to be respected. A landlord is an independent person and his rights ought not to be interfered with more than is necessary by reason of his tenant having become insolvent and having chosen to have a winding up. The second principle is that the court will administer the assets of a company among all the creditors at the time of the winding up *pari passu*, and will, so far as possible, not give any preference or priority between the various creditors. Now to reconcile these two principles which are manifestly inconsistent is no easy matter at first sight. Fry, J., considered that it could only be done by drawing a line at the date of the winding up. A lessor, although in one sense an independent person, is nevertheless a creditor of the company in respect of any amount due under the lease at the date of the winding up and as such a creditor he must have neither preference nor priority. Then the learned judge continues in these words: "In respect of any rights arising after the winding up by reason of the company or the liquidator remaining in possession of the demised premises . . . they ought in my judgment to be treated as independent persons, and if the company or the liquidator choose to remain in possession of the demised . . . premises they must remain upon the terms and conditions of the [lease] . . . In that way then I draw the line at the commencement of the winding up; and I hold that all claims of creditors before that date should be dealt with upon the principle of equality; but that with regard to the rights after that, the company is in no better position because it has become insolvent and had a winding up." The result, therefore, is that, equality being the rule applicable to debts in existence at the date of the winding up order or resolution, the landlord's only remedy in respect of arrears of rent accrued due before such date is to prove. In passing we may note one rather curious result of this rule. In cases where rent is expressed to be payable in advance, it accrues due on the first day of the period in respect of which it is payable. If it is not punctually paid and the company tenant goes into liquidation during that period, the liquidator cannot recover his rent in full but must prove for it. If, however, the rent is not payable in advance, then it may be that the landlord will be able to recover it in full in the winding up as and when it becomes due. The moral is, as I have already said, that a landlord who has a company as his tenant must be more than usually watchful and more than usually prompt to enforce his rights.

So much for rent accrued due at the date of the winding up. As regards rent which accrues due subsequently, the landlord's position depends on the facts of each case, and although it is easy to formulate a general rule, it is by no means so easy to advise as to whether any particular case falls within the rule or not. In *In re Oak Pits Colliery Company*, 21 Ch. D. 322, Lindley, L.J., in a judgment which was the judgment of the Court of Appeal, put the matter in this way: "If the liquidator has retained possession [of the demised premises] for the purposes of the winding up, or if he has used the property for carrying on the company's business, or has kept the property in order to sell it or to do the best he can with it, the landlord will be allowed to distrain for rent which has become due since the winding up." There is the further restriction that if the liquidator has retained possession by arrangement with the landlord and for the benefit of the landlord as well as for the benefit of the company, and has not agreed to payment to the landlord, then the landlord is not allowed to distrain: see on this point *In re Progress Assurance Company*, 9 Eq. 370; *In re Bridgwater Engineering Company*, 12 Ch. D. 181. To return to the words of Lindley, L.J., quoted above, the difficulty always is to determine whether the liquidator has remained in possession for any of the purposes indicated by the learned Lord Justice. Of course, if he has never gone into possession at all, the difficulty will not arise, but in practice there is often an interval during which the liquidator (who may have been previously wholly unacquainted with the affairs of the company) is making up his mind as to whether or not he will disclaim the lease under the powers conferred upon him by s. 267 of the Companies Act, 1929. If the liquidator merely abstains from taking any action even for a considerable period, this by itself will not be enough to entitle the landlord to distrain. Thus, in *In re Oak Pits Colliery Company, supra*, the liquidator had not gone into possession of the demised property but had had the company's plant and machinery on the premises valued with a view to selling them. This was some months after the presentation of the petition to wind up and a further twelve months then passed without anything happening. The plant and machinery were then advertised for sale and the landlord took out a summons for leave to distrain on them. Kay, J., held in favour of the landlord, but his decision was reversed by the Court of Appeal, which held that no decision had yet gone the length of deciding that a landlord was entitled to distrain for or be paid in full rent accrued since the commencement of the winding up where the liquidator had done nothing except abstain from trying to get rid of the premises. The fact that property belonging to the company was allowed to remain on the land and that it had been valued with a view to the sale was likewise no ground for giving the landlord leave to distrain. The liquidator must enjoy some beneficial occupation before he becomes accountable for full rent, e.g., by continuing to keep possession for the convenience of the winding up. The result of this is really to make the rent attributable to the period of beneficial occupation one of the expenses of the liquidation and so payable in full before other debts. Then, too, a liquidator very commonly continues to carry on business. *In re South Kensington Co-operative Stores*, 17 Ch. D. 161, is a useful illustration of this. The landlord in that case was owed rent for a period before the presentation of the petition and after that date the liquidator had continued to carry on business on the demised premises. It was hardly in controversy between the parties that the rent due for the earlier period was a matter of proof and of proof only, whereas for the subsequent period the landlord was entitled to full payment. A similar position was examined in *In re North Yorkshire Iron Company*, 7 Ch. D. 661, where Hall, V.-C., held that the retaining possession of the premises by the liquidator had been for the convenience of the winding up. The circumstances there were that the liquidator had been appointed at a time when the trade in which the company was engaged was in a very depressed condition. He had, therefore, retained possession of all the property of the company with the intention of selling the whole as a going concern when trading conditions improved. The landlord's land was, therefore, being used for the purposes of the winding up and also for the ultimate benefit of the other creditors, and it was only fair (to return to our first principle) that his independent rights as an independent person should be respected. Another result of this is that where the liquidator remains in beneficial occupation until the determination of the term granted by the lease, all claims on the part of the landlord for damages for breaches of the covenants contained in the lease must be paid in full.

The matter is further complicated in cases where the landlord has a right of re-entry on non-payment of rent, which he seeks to enforce. In *In re Silkstone and Dodworth Coal and Iron Company*, 17 Ch. D. 158, the landlord had power to stop the working of mines on the demised land if rent fell into arrear. He claimed either to be paid in full or to stop the workings, but the liquidator who had taken possession and was continuing the company's business refused to do either. Thereupon the landlord took out a summons for leave to distrain and obtained judgment for the full amount of the rent. The landlord in this case was not in the position merely of a person who has a money demand against the company. He was in the position of a person who has "a money demand against the company and a power to render less valuable an asset of the company." Being armed with this power and the liquidator having chosen to act in a manner inconsistent with it, the landlord was held entitled to "full satisfaction of the terms upon which the asset had been granted to the company—in other words, that the amount should be paid in full out of the assets of the company and that precedence should be given to the payment of that amount." Put in another way, the result of this decision is, that if a landlord seeks to enforce his legal right to re-enter, the company can only resist on the terms of satisfying in full its legal obligations under the lease.

A Conveyancer's Diary.

THIS week I wish to call attention to the doctrine laid down in *Strong* v. *Bird* (1874), L.R. 18 Eq. 315, regarding the perfection of an incomplete release of a debt by the appointment of the debtor as executor of the creditor, and the later authorities extending the doctrine in some respects.

Imperfect Gifts perfected by Appointment of Donee as Executor or Administrator of Donor.

In *Strong* v. *Bird* the facts were that B borrowed £1,100 from his stepmother, who lived in his house, paying £212 10s. a quarter for board; and it was agreed that the debt should be paid off by a deduction of £100 from each quarter's payment. Deductions of this amount were made for two quarters, but on the third quarter day the creditor refused to make any further deductions and paid the full amount of £212 10s. and continued down to the time of her death (which took place more than four years afterwards) to pay to B the like quarterly sum. B was appointed sole executor of his stepmother and proved the will.

It was held that the debt was gone. First, because the appointment of B as executor released the debt at law, and any claim in equity was rebutted by evidence of a continuing intention on the part of the executrix to give; and secondly, because the intention of the testatrix to give B the sum of £900 was completed by nine quarterly payments of £212 10s. each.

In the course of his judgment Sir G. Jessel, M.R., said "... when a testator makes his debtor executor and thereby releases the debt at law, he is no longer liable at law. It is said that he would be liable in this court; and so he would, unless he could show some reason for not being made liable. Then, what does he show here? Why, he proves to the satisfaction of the court a continuing intention to give, and it appears to me that there being the continuing intention to give, and there being a legal act which transferred the ownership or released the obligation—for it is the same thing—the transaction is perfected, and he does not want the aid of a court of equity to carry it out, or to make it complete, because it is complete already and there is no equity against him to take the property away from him."

In *Re Stewart* [1908] 2 Ch. 251, two important points in connection with the principle laid down in *Strong* v. *Bird* were decided.

In that case a testator, in 1905, being about to go abroad with his wife, presented her with a considerable number of bonds payable to bearer to the value of over £16,000. At that time or at some other time during the same year, a list of these bonds was entered by the testator in a book under the heading "Mrs. Stewart's capital account." One of the bonds was drawn for payment and the proceeds paid by the testator into his own account at a bank. Shortly afterwards the testator wrote to his brokers instructing them to invest the amount so received and he received a bought note from the brokers. Shortly afterwards the testator sent a cheque on another account of his to the brokers. Then he handed to his wife an envelope containing the broker's letter and the bought note and said: "I have bought these bonds for you."

The testator died without having done anything further to complete the transaction, the bonds not having been delivered by the brokers before his death and the amount paid on the drawn bond still standing to the credit of his account at the bank into which he had paid it.

The testator appointed four executors of his will of whom his wife was one.

It was contended that the principle of *Strong* v. *Bird* only applied to the release of a debt and could not be invoked to perfect an imperfect gift and, in any case, that the principle had no application where the debtor or donee was not the sole executor.

Neville, J., held that the principle applied equally to perfect an imperfect gift as to the release of a debt and that as in the eye of the law the whole property in the personal estate vested in each executor, it was immaterial whether the donee was the sole executor or one of several. His lordship laid stress upon the necessity of proving a continuing intention to give, but added that "the intention to give, however, must not be an intention of testamentary benefaction, although the intended donee is the executor, for in that case the rule cannot apply, the prescribed formalities for testamentary disposition not having been observed."

In *Re Innes* [1910] 1 Ch. 188, an effort was made to extend the principle still further. There a testator had made promises to pay sums of money to his daughter, who lived with him and kept house for him. There was a document which contained a declaration that from a certain date the daughter should receive £2 a week out of his business, and a further £2 a week for five years, which was to remain in the business and be withdrawn at the end of that time.

The £2 a week was not paid but various sums were paid from time to time.

The testator appointed his daughter to be one of his executors.

It was held on the evidence that the daughter was not a creditor of the testator's estate in respect of the sums mentioned in the document, and that the testator had not constituted himself a trustee for her and also that the rule laid down in *Strong* v. *Bird* and extended by *Re Stewart* ought not to be further extended so as to be applicable to a mere promise to pay an indefinite sum at a future date.

It is a somewhat curious fact that although *Strong* v. *Bird* was decided in 1874, it was not until over sixty years afterwards that the question came before the court as to whether the principle of *Strong* v. *Bird* applied to an administrator as well as an executor. That at last happened in the case of *Re James* [1935] 1 Ch. 449.

In that case the facts were that on the death of his father, J.J. handed over the furniture in a house and the title deeds of the house (to which he was entitled as part of his father's estate) to S.M.J., and allowed her to occupy the house rent free until his death about nine years later. There was evidence that the deceased stated from time to time that the house and furniture were to belong to S.M.J.

J.J. died intestate, and S.M.J. and another were appointed administrators.

Farwell, J., held that there was a continuing intention of the deceased up to the time of his death to give the property to S.M.J., and that her appointment as administratrix had vested in her legal estate, and the principle of *Strong* v. *Bird* applied.

Landlord and Tenant Notebook.

Repairs done by Landlord Gratuitously.

SINCE the important decision in *Wilchick* v. *Marks and Silverstone* [1934] 2 K.B. 56, landlords not subject to any duty to repair may well have been a little frightened of undertaking such work as an act of grace. In the case in question, a foot passenger who had been injured by the fall of a shutter from demised premises obtained a verdict and award of damages against both landlord and tenant. The foundation of the judgment was the principle that he who has control must exercise it so as to prevent injury to another.

One reason why the above decision created a certain amount of stir was that it had not been realised that the principle could apply so as to make two persons liable. It is therefore of interest to examine the question of what evidence will justify a finding of control retained or assumed by a landlord.

There was a third party proceeding in the case, in which the tenant sought to make the landlord liable to him under the tenancy. This attempt failed, but I will include among the allegations and facts which may possibly be relevant to the main question those made and adduced by the tenant.

The allegations and facts to be considered are, then: When the tenancy was negotiated, the tenant was told, by or on behalf of the landlord, that he was not required to repair and, "very probably," that if anything was necessary the landlords would do it. Secondly, the landlord had from time to time done repairs. Thirdly, the tenancy being governed by the Rent, etc. Restrictions Acts, the landlord had served a notice imposing the 40 per cent. increase on the ground of liability to repair. Fourthly, when some two months before the accident, the tenant had told the landlord's agent of the defect, the agent had promised to have it repaired. Fifthly, the rent book in use contained the following statement: "The landlord, his agent or workmen shall have permission to enter the premises at any reasonable hour to inspect same or execute any necessary repairs."

It was the fifth of these facts alone which decided the issue in the plaintiff's favour, but none of them made good the tenant's claim against the landlord, and these are points worth noting by those advising landlords of this class of property. This, quite apart from the question what motives may inspire such lessors to volunteer to do repairs; to cynical readers (if any) it may be pointed out that altruism does not necessarily play a part, for Goddard, J., himself pointed out in *Wilchick* v. *Marks*, *supra*, that it might well be in a landlord's interest to reserve the right to preserve the property. In *Broggi* v. *Robins* (1899), 15 T.L.R. 224, C.A., in which the decision in the landlord's favour was based on absence of any notice of disrepair, Bowen, L.J., adverted *obiter* to a custom (since superseded, if it existed, by the Housing Acts) obliging landlords of working-class property to repair.

Is *Wilchick* v. *Marks* inconsistent, on the points (of evidence), with any of the older authorities, and, if so, to what extent? Undoubtedly the finding cannot easily be reconciled with some of the judgments in *Cavalier* v. *Pope* [1906] A.C. 428. That was the case in which the wife of a tenant failed to recover damages for injuries due to the dangerous condition of the premises, though, as a jury had found, the tenancy imposed liability to repair on the landlord. If one takes the judgment of Lord James of Hereford alone, one finds that it is based on the proposition that actual possession by the tenant negatived control by the landlord. Lord Atkinson likewise said that the power of control necessary to raise the duty to repair implied something more than the right or liability to repair the premises. But the word "duty" is qualified in the sentence from which I cite by the words "for a breach of which damages were recovered in the several cases to which we have been referred," and what was being discussed was the liability to an occupier of the premises, not to a passer-by. Goddard, J., in *Wilchick* v. *Marks*, was able to distinguish *Cavalier* v. *Pope* on the ground that he was not dealing with a guest, customer or other invitee.

Another fact relied on by the Plaintiff in *Cavalier* v. *Pope*, *supra*, was a promise made by the landlord's "very unsatisfactory" agent, on the condition of the floor being reported to him, to do the repairs. It appears to have been alleged, and proved to the satisfaction of the jury, that he had had no intention of performing this promise, and at first instance Phillimore, J., gave a direction as to the meaning of fraud. The comment made by Lord Macnaghten was that the conduct did not satisfy the rule laid down.

An instance of voluntarily effected repairs was part of the plaintiff's case in *Malone* v. *Laskey* [1907] 2 K.B. 141, C.A. She was the wife of the resident manager of a company who were sub-tenants of a house, the defendants being the superior landlords. The head lease did not make the defendants responsible for repairs. Machinery operated by them on adjoining premises caused the house to vibrate and rendered a water tank unsafe. She and he made several complaints to the mesne tenants, who passed them on to the defendants. After one such complaint the defendants, who had a permanent staff of workmen, sent two plumbers, who put up a bracket to support the tank. A few months later this bracket collapsed and injured the plaintiff. It was found that the collapse was due to the working of the machinery, but also to the negligent way in which the bracket had been fixed.

The line taken for the plaintiff was that if the defendants had merely refused to do anything, the case would have been different; but if a person undertook to perform a voluntary act, he was liable if he performed it improperly, though not if he neglected to perform it. But the Court of Appeal after disposing of the claim in so far as it rested on nuisance by pointing out that the plaintiff had no interest in the property, held that there was no cause of action for negligence because the defendants exercised no control over the premises and had no knowledge that the cistern was a source of danger. On the latter point, however, Kennedy, L.J., expressed some doubt, as the two plumbers' knowledge that the work had been improperly done might well be imputed to their employers.

Another case which is worth considering is *Carroll* v. *Routledge* [1925] N. Ir. 31, C.A. The first defendant in this case had acquired a building in Londonderry in 1914, and let the first floor to the second defendant, a Miss M'C., who used it as a lock-up shop. The ground floor he subsequently let as another lock-up shop to the plaintiff. One day in the year 1917 the plaintiff found water trickling through his ceiling; after he had approached the sanitary officer, the first defendant had some repairs effected, and the trouble ceased. The present proceedings arose out of a more serious accident on a day in 1923, when the plaintiff arrived to find water pouring through the ceiling. He at once went and told the defendant, who collected the keys from Miss M'C., inspected the damage, and, after saying that he could do nothing, told the plaintiff to get his (the first defendant's) plumber. On the next day the first defendant again inspected a cistern in company with the plaintiff, to whom he observed that it must have been "those blackguards carrying on a dancing class." He then had the cistern repaired.

It was found that the overflow had been occasioned by the severance of the ball-cock from its spear. There was no overflow pipe.

Before trial, the plaintiff had some difficulty in acquiring information as to the mutual rights and liabilities of the two defendants. But when he obtained inspection of the tenancy agreement under an order, he not only found that it was unstamped, but also did not trouble to have the deficiency remedied.

The jury found, in addition to the facts mentioned, that the cistern was under the first defendant's control, and damages were awarded against him. On the hearing of the appeal, it soon became apparent that this question of control was the vital one. And it was held that the acts of the landlord were consistent with voluntary acts as much as with duty.

I do not think that *Wilchick* v. *Marks* is inconsistent with this result; but the reasoning would, where the later authority is binding, be different now. The question would be whether the voluntary acts pointed to a right of repair reserved by the landlord. It is, of course, a reasonable inference that the tenancy agreement with Miss M'C. was silent on this point.

The position would thus appear to be that, as regards any future liability to the tenant, a landlord may repair gratuitously as much and as often as he likes without placing himself under any obligation not imposed by the lease. But if the instrument reserves the right, he may become liable to third parties in respect of injuries caused by defects of which he has notice.

Our County Court Letter.

THE REMUNERATION OF SOLICITORS.

In a recent case at Liverpool County Court (*W. Swancott Morgan and Hannaford* v. *Vaughan*), the claim was for £4 11s. 1d. for professional services, and the counter-claim was for £146 13s. 4d. in respect of the alleged difference in value of shares. The plaintiffs' case was that the defendant was possessed of certain shares, for which she had been offered £4 6s. 8d. each. The plaintiffs, as a result of negotiations, obtained an increased offer of £5 10s., which the defendant considered inadequate. The defendant therefore instructed the plaintiffs to sue the company, its solicitors and auditors, but she was advised that, as there was no obligation upon anybody to buy the shares, she had no cause of action. The defendant's case was that she had had eight different offers from the company for the shares, but none for the true value. His Honour Judge Dowdall, K.C., observed that the plaintiffs had apparently obtained a good offer, and any other solicitor would have given the same good advice. Judgment was given for the plaintiffs on the claim and counter-claim, with costs.

INJURY TO SHOP CUSTOMER.

In a recent case at Wellington County Court (*Owen* v. *Lowe; G. & W. Whitefoot*, third parties), the claim was for £26 15s., as damages for negligence. The plaintiff's case was that, on the 24th October, 1936, she was entering the defendant's shop and caught her left foot underneath a piece of wood. This was fixed across the doorway to keep in position some cement, which was being laid by the third parties. It was alleged that the wood projected above the level of the concrete, and that a space was left between the wood and the pavement. Another customer gave evidence of having stumbled over the piece of wood, without falling. The defendant's case was that she had asked the third parties to remove the wood, but they said it must remain until the cement was set. The case for the third parties was that the board was fixed level with the cement. The board was produced, and His Honour Judge Samuel, K.C., held that the marks thereon did not support the case for the third parties. The board therefore constituted a trap, and judgment was given in favour of the plaintiff for £16 and costs, and in favour of the defendant for the same £16 and costs, plus the defendant's own costs, against the third parties.

RECENT DECISIONS UNDER THE WORKMEN'S COMPENSATION ACTS.

INJURIES TO EYES.

In *Cooke* v. *British Thomson Houston Co., Ltd.*, at Rugby County Court, the applicant had lost his right eye, and the question referred by the registrar was whether £125 was an adequate lump sum to accept in settlement. The accident had occurred in February, 1937, while the applicant was working as a metal carrier. In May, the applicant had resumed work as a labourer, in which capacity his wages had averaged more than before the accident. His Honour Judge Hurst, sitting with a medical referee, held that it was in the applicant's best interests to continue to work. A lump sum was often a temptation to give up a situation which an applicant might otherwise keep. No order recording the agreement was therefore made.

In *Burgess* v. *Southern Railway Company*, at Ashford County Court, the applicant's case was that on the 20th October, 1936, he had sustained an injury to his eye from grit, while loading beach into skips at Dungeness. The accident was reported next day, after which the applicant saw a doctor, and was incapacitated until the 7th January, 1937. An award was therefore claimed of £12 7s. 6d. The respondents' case was that, although the applicant mentioned the matter on the 21st October, he had not suggested any grit had entered his eye, and had told the doctor it was coal dust which was responsible. His Honour Judge Clements was not satisfied that the injury had arisen as the applicant contended. No award was therefore made.

INJURY TO FOOTBALLER.

In *Hannon* v. *Everton Football Club, Ltd.*, at Liverpool County Court, the applicant's case was that in February, 1936, while playing with the reserve team, he had injured a knee ligament. The knee was in plaster of Paris for three months, and it broke down during a practice match in August, 1936. The applicant was not re-engaged for the 1937-38 season, and he had lost offers to play with New Brighton at £3 a week, and with South Liverpool, when the injury became known. As a professional, the applicant had earned an average wage of £2 5s. a week, including bonuses, with the respondents. He had not been re-engaged, owing to his injury, and his football career was closed. The respondents' case was that, before the injury, the applicant had already lost his place in the reserves. He made no complaint from the 14th November, 1936, to the 24th April, 1937, during which period he played in eleven matches. The reason for the applicant not being re-engaged was that he was redundant, and his injury had nothing to do with the termination of his employment. His Honour Judge Dowdall, K.C., sitting with a medical assessor, held that the applicant's knee prevented him from playing as well as he might have done. He had accordingly not been re-engaged by the respondents, but was fit to play for another team. The difference in the applicant's earning capacity as a footballer was 15s. a week, and an award was made of 7s. 6d. a week, with costs.

INSUFFICIENT NOTICE OF ACCIDENT.

In *Robinson* v. *South Leicestershire Colliery Co., Ltd.*, at Ashby-de-la-Zouch County Court, the applicant's case was that he had worked for twenty-one years for the respondents, and sustained a cut hand on the 1st February, 1937. After resuming work, he was compelled to give up, and he entered the infirmary for treatment. The respondents' case was that no notice of the accident was received until the 20th April, 1937, whereas the last permissible date was the 17th February. The applicant's wife gave no particulars of when, where or how the alleged accident occurred, and the respondents were, therefore, prejudiced in their defence. His Honour Judge Galbraith, K.C., upheld the submission, and no award was made.

To-day and Yesterday.

LEGAL CALENDAR.

13 DECEMBER.—On the 13th December, 1893, a sensational libel action against the famous Henry Labouchere came to an end after a twenty days' hearing before Hawkins, J. The plaintiffs were a husband and wife who had devised a simple means of living by keeping a home for inebriates. "St. James' Home" sounded very impressive, but it was in fact a mask for a "slave laundry" making very good profits while the inmates were overworked and ill-treated. If they ran away, the police brought them back in custody. When Labouchere exposed this state of things in "Truth" they risked a libel action, but the jury took only twenty minutes to find against them.

14 DECEMBER.—On the 14th December, 1897, the House of Lords decided the great case of *Allen* v. *Flood*, holding that it was not illegal for a trades union to prevent by legal means the employment of a non-unionist. The decision was curious in that the House by a majority of six to three reversed the decision of Mr. Justice Kennedy upheld by the Court of Appeal. There were thus seven judges on the losing side and six on the winning.

15 DECEMBER.—On the 15th December, 1761, John M'Naughton, a reckless and dissolute gentleman, was hanged at Strabane, in the County Tyrone, for murder. His suit for the hand of a young heiress had been forbidden by her father, and in the then approved Irish fashion he had waylaid the gentleman's coach firing several shots into it. Five bullets had entered the girl's body. For some reason he enjoyed popular sympathy, and as no carpenter could be found to make the gallows, the relations and friends of the bereaved family had to fashion it. M'Naughton showed great courage at the end, jumping from the ladder so violently that the rope broke. Another rope was fixed. He jumped again and died in a minute.

16 DECEMBER.—In 1853 the garotters were busy and on the 16th December three men were tried at the York Assizes for a violent garotte robbery at Leeds. The victim had been attacked in the evening 20 yards from his home. Pinioned from behind he had been thrown backward, seized by the throat, struck on the head, stunned and robbed. Found insensible by a lamplighter, he had vomited blood for several hours. One of the prisoners was convicted and sentenced to death.

17 DECEMBER.—It is ironical that at the end of the Old Bailey Sessions on the 17th December, 1772, one of six highwaymen sentenced to death was a certain William Griffiths, who had robbed The Rev. Dr. Dodd and his lady of a purse of money, discharging a pistol into their carriage. The elegant and fashionable parson was then at the height of his good fortune, and no one could have foreseen that less than five years later he would himself be hanged for forgery.

18 DECEMBER.—When war was declared in 1914, several Germans in England were desperately anxious to return to their country, and through assisting certain men of military age to do so after the technical declaration of war, Nicolaus Ahlers, the German Consul at Sunderland, a naturalised Englishman, found himself convicted of high treason at the Durham Assizes. But even in that feverish time English justice maintained its impartial course, and on the 18th December, 1914, the conviction was quashed by the Court of Criminal Appeal.

19 DECEMBER.—On the 19th December, 1675, Lord Keeper Finch was raised to the rank of Lord Chancellor. He afterwards rose to a peerage as Lord Nottingham.

THE WEEK'S PERSONALITY.

Here is the good character that Wharton gave Lord Nottingham: "He had no pimps, poets or buffoons to administer to pleasure or flattery. His train was made up of gentlemen of figure, men of estates, barristers-at-law and such as had a reputation in the profession, and were suitable and becoming so high a station. His decrees were pronounced with the greatest solemnity and gravity; no man's ever were in higher esteem, had more weight or carry greater authority at this very day than his do. He was a great refiner, but never made use of nice distinctions to prejudice truth or colour over what deserves the worst of names. He frequently declared he sat there to do justice, and as long as His Majesty was pleased to continue him on that seat, he would do it by the help of God impartially to all, to the officer as well as the suitor. If the officer exceeded his just fees, or played tricks with the client, he would fine or punish him severely; at the same time, the trouble and attendance of the officer, he thought, justly entitled him to his fees. His reprimands were mixed with sweetness and severity, and so pointed, as to correct not confound the counsel . . . You found nothing from him but what was fair, just and honourable."

VOTES FOR A LAWYER.

The seventy odd barristers in the House of Commons will probably feel that Comrade Vishinsky, the Soviet's Chief Prosecutor, failed to do full justice to democratic elections when he asked: "Where else in the world could a lawyer like myself hope to be nominated to Parliament by workers and peasants?" In England, at any rate, members of the Bar enjoy certain means of impressing workers and peasants not available to other candidates. Witness the case of the late Sir Ernest Wild, who, in canvassing a Norfolk constituency, had occasion to visit the house of an elector whom he had once successfully defended on a charge of stealing a gun, despite some very suspicious circumstances. He was out, but his wife, on learning the candidate's identity, declared "My old man'll vote for you. Why, you got him off when he stole that gun." "Was alleged to have stolen it, you mean, my dear madam," corrected Wild. "Alleged be bothered," was the reply, "Why I've got that gun upstairs now!"

OLD HOLYWELL STREET.

In a Sunday paper there has recently been a correspondence as to the exact whereabouts of Wych Street and Holywell Street. The former, in which stood the now vanished mellowness of New Inn and Clement's Inn, joined Drury Lane with the eastern Strand, while the latter immediately to the south ran between the Churches of St. Mary and St. Clement. The old lofty gabled houses of Holywell Street in their last days sheltered a variety of booksellers, some more and some less respectable. A century ago, however, it was the chosen abode of the Jewish clothes trade. There it was that Park, J., that embodiment of rather obtuse judicial dignity who prided himself on his likeness to George III, had a disagreeable adventure. Passing down the street he incautiously glanced at the wares and before he realised what was happening was pounced on. "Buy any clothes, sir?" "Sell them cheap, sir." "Some very cheap trousers, sir." In vain he tried to shake off the eager grip of the traders. "Any old clothes to sell, sir?" "Just do step in. Cheap and good, sir." So persecuted and physically molested was he all down the street that he complained to the right quarter and got the nuisance of the place abated.

The directors of the Legal & General Assurance Society, Ltd., have the pleasure to announce the following appointments as from the 1st January, 1938: Mr. J. S. Searle, Branch Manager at Ipswich, has been appointed to the Managership of the Society's Brighton Branch; Mr. J. Hay Morgan has been appointed Branch Manager at Ipswich Branch in succession to Mr. Searle; Mr. A. F. Roe has been appointed Assistant Manager at Brighton Branch.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, are responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Solicitors' Approval of Contract.

Q. 3523. A signs an offer (prepared by a firm of estate agents) to purchase a freehold property from B. The offer contains two conditions, the material one of which is: "Subject to my solicitors' approval of contract and title." There was a blank space in the offer for the name of A's solicitor to be inserted, but no name was in fact ever inserted. The offer was accepted, on behalf of B, by B's agents, to whom the offer was addressed, and A verbally informed the agents that he wished B's solicitors to act for him also. He did not confirm this in writing. A formal contract was then prepared by those solicitors and sent to A for signature. They did not at that time say that they, as A's solicitors, approved the contract and title. A now informs the solicitors that he declines to proceed, but gives no reason. Neither he nor B has signed the formal contract. We shall be glad to know:—

(1) Whether, in view of *Caney* v. *Leith* (1937), 2 All E.R. 532, it is considered that in the circumstances the contract consisting of the offer and acceptance has become a binding contract.

(2) If so, whether B can successfully sue for specific performance of such contract.

(3) Whether there is any case later than *Caney* v. *Leith* (or earlier, for that matter) in support of such views.

(4) Whether the fact that the same solicitors acted for both A and B can influence the fulfilment of the condition as to approval of contract and title, because obviously the solicitors *do* approve the contract and title.

A. (1) The facts are distinguishable from those in *Caney* v. *Leith* (quoted in the question), and *primâ facie* the conditions have been complied with and the contract is enforceable.

(2) Nevertheless B will have difficulty in obtaining a decree for specific performance. There is likely to be a conflict of evidence as to the retainer by A of B's solicitor. In view of the absence of any intimation to A that the contract had been approved, on his behalf, he might successfully contend that the retainer (even if originally proved) has now been withdrawn or revoked.

(3) The relevant cases are mentioned in the report of *Caney* v. *Leith* (81 SOL. J. 357), but do not carry the present case much further, owing to the difference in facts.

(4) The fact that the same solicitors acted for both does not influence the fulfilment of the condition. The difficulty will arise in proving the retainer of B's solicitor by A.

Housing of Rural Workers.

Q. 3524. A client of mine is at present carrying out extensive repairs to three old cottages under the provisions of the Housing of Rural Workers Acts, and the work should be completed shortly. The property is controlled under the Rent Restriction Acts, all the cottages being class "C," but, by arrangement between my client and the various tenants, all the latter have found temporary accommodation elsewhere during the carrying out of the repairs because these are of such magnitude as to have made habitation practically impossible while the work is in progress.

(1) Will you please advise me as to my client's right in respect of the rent she will be entitled to charge when the tenants return to the property? Will she be entitled to charge the normal agricultural rent, plus 4 per cent. on the amount of her own money expended in repairs, as provided by the Housing of Rural Workers Acts, or will she still remain bound by the controlled rent which was paid before the repairs were carried out? I am not quite certain how sub-s. (ii) of s. 3 of the Housing (Rural Workers) Act, 1926, applies in such a case.

(2) My client at present pays the rates in respect of the property. Presumably, these will go up when the value of the property has been increased so considerably. I presume my client has no alternative but to retain liability for the payment of rates, as I do not see how this can be transferred to the tenants, but I shall be glad if you will confirm this.

A. (1) The Rent Acts must be read in conjunction with the Housing (Rural Workers) Act, but the latter is the more recent, and prevails in the event of inconsistency. The owner will, therefore, not still be bound by the controlled rent. The permitted percentage, however, appears to be three, and not four, under s. 3 (1) (*b*).

(2) It is agreed there is no way of transferring the liability for rates to the tenant, although there appears to be no objection to further increasing the rent in this respect, under the Increase of Rent, etc., Act, 1920, s. 2 (1) (*b*).

The Companies Act, 1929, s. 145.

Q. 3525. Directors of a private company have failed to insert in their business notepaper particulars of their names and the other matters referred to in s. 145 of the Companies Act, 1929. Beyond the fine of £5, are they subject to any other disadvantages? Does it, for example, prevent the company taking proceedings for the enforcement of contracts or recovery of debts? The section speaks of the penalty as being £5 for each offence. Does this mean to say that this is a continuing offence and that each of the directors is liable to that penalty on every business letter that is written?

A. There are no further disabilities, and the company is entitled to sue on contracts. The matter is not affected by the Registration of Business Names Act, 1916, s. 8. The position is as stated in the last sentence of the question, although in practice the full penalty would not be inflicted.

Merger of Charge in Fee Simple—WHETHER TAKING PLACE WHEN CHARGE ACQUIRED BY BEQUEST.

Q. 3526. My client purchased freehold premises in 1923 and mortgaged them to her father at the time of purchase. The mortgagee died in 1935, and his will was proved by his widow, the sole executrix and universal legatee. The widow has now died, and I have proved her will, whereby my client, the daughter, takes all, as sole executrix and universal legatee. My query is whether there is any need for my client to sign any and, if so, what receipt, as successor in title to the mortgagee, for the money secured by the mortgage to her father, or will the title be clear by production of the grants to the estates of her mother and father?

A. We do not think that any action is necessary. Where the absolute owner of an estate becomes also the owner of a charge thereon, in the absence of any intention, either express or presumed, on his part, a merger or extinguishment of the debt will take place. And this will be so whether the charge is acquired by succession or by bequest. See Tudor's "Leading Cases on Real Property, etc." 4th ed., p. 251, and cases there cited.

Notes of Cases.

Judicial Committee of the Privy Council.

Mercantile Bank of India, Limited *v.* Central Bank of India, Limited.

Lord Wright, Sir George Lowndes and Sir George Rankin.
3rd December, 1937.

FRAUD—TWO INNOCENT PARTIES DEFRAUDED BY THIRD PARTY—GOODS PLEDGED TO BANK—POSSESSION GRANTED TO PLEDGOR—FRAUDULENT PLEDGE OF SAME GOODS TO SECOND BANK—ESTOPPEL.

Appeal from a decision of the Madras High Court in appellate jurisdiction affirming a decision of the same court in original jurisdiction.

A certain firm of merchants, dealers in ground nuts, received consignments of the nuts at Madras by rail. Each consignment of nuts was covered by a document called a "railway receipt." Delivery of a consignment might be taken by the consignee on giving up the railway receipt, or he might endorse on it a request that delivery should be made to someone else. Both the appellants (the defendants) and the respondents had been in the habit of making loans to the merchants on the security of goods covered by the railway receipts, the merchants delivering the railway receipts to the banks by way of pledge. In the process of having the goods delivered into their own place of storage, the bank would hand the railway receipt back to the merchants merely in order to make use of the merchants' services and enable them to claim delivery of the goods from the railway company. The merchants having obtained from the respondents the thirty-five railway receipts concerned in this appeal fraudulently used them to obtain second advances from the appellants (the defendants). The practice of the appellants was to place their stamp on the railway receipt when they took it by way of pledge. That practice was not adopted by the respondents until about the end of the period covered by the fraudulent operations. Where the railway receipts were stamped, the merchants pledged the actual goods. Subsequently the merchants were declared insolvent and the frauds became known. Thereupon the respondents brought against the appellants an action for conversion.

LORD WRIGHT, giving the judgment of the Board, said that the subject of debate in the appeal had been the appellants' plea that the respondents (the plaintiffs) were estopped from setting up their title to the goods because of the circumstances in which they had placed the merchants in possession of the goods. But no authority had been given to the merchants to deal with the goods otherwise than by handling them for the limited purpose which had been stated. On those facts it would, *primâ facie*, seem impossible to say that the respondents made any representation to the appellants that the merchants were entitled to obtain an advance on the goods. The appellants had claimed to succeed on the broad rule stated by Ashhurst, J., in *Lickbarrow* v. *Mason*, 2 Term Rep. 63, at p. 70, that: "Wherever one of two innocent persons must suffer by the acts of a third, he who has enabled such third person to occasion the loss must sustain it." The decision of the Board in *Commonwealth Trust Company* v. *Akotey* [1926] A.C. 72, was cited as one in which it was said that the case was a plain one for the application of that principle. But, in their lordships' judgment, it was impossible to accept without qualification as a true statement of law the principles there broadly laid down. On the face of it their lordships did not think that the case was one which it would be safe to follow. This was, it seemed, the opinion of Lord Sumner (see *Jones (R. E.) Limited* v. *Waring and Gillow* [1926] A.C. 670, at p. 693). Lord Sumner had there put the principle of estoppel as depending upon a duty. It could not be said that the respondents in the present case owed any duty to the appellants in the matter. There was also, in their lordships' judgment, no ground for finding any representation. The railway receipt, though a document of title, was in form merely an authority to take delivery of the goods. It was clear that no plea of estoppel could be raised in the cases where the merchants pledged the goods themselves after having obtained delivery under the railway receipt. Nor was there any basis for the contention that the respondents were liable because they omitted the precaution of putting their stamp on the railway receipts with regard to the transactions in question. Their lordships were of opinion that the appeal should be dismissed, with costs.

COUNSEL: *A. T. Miller*, K.C., and *C. P. Harvey*, for the appellants; *Sir Stafford Cripps*, K.C., and *W. Wallach*, for the respondents.

SOLICITORS: *E. F. Turner & Sons; Hy. S. L. Polak and Co.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law]

Court of Appeal.

Tudor-Hart *v.* British Union for the Abolition of Vivisection.

GREER, SLESSER and SCOTT, L.JJ. 22nd November, 1937.

PRACTICE—DEFENCE TO LIBEL ACTION—FAIR COMMENT—APPLICATION FOR PARTICULARS—DISTINGUISHING STATEMENTS OF FACT FROM EXPRESSIONS OF OPINION.

Appeal from a decision of du Parcq, J., in Chambers.

In an action in respect of an alleged libel the defendants pleaded (*inter alia*) fair comment on a matter of public interest and counter-claimed in respect of an alleged libel by the plaintiff who, in turn, pleaded that in so far as the words complained of were statements of fact they were true in substance and in fact, and in so far as they were expressions of opinion they were fair comment on the said facts, which were a matter of public interest. Du Parcq, J., ordered him to give certain particulars of facts on which he intended to rely and to state which were statements of fact and which expressions of opinion.

GREER, L.J., allowing the plaintiff's appeal, said that the court was bound by *Digby* v. *Financial News, Ltd.* [1907] 1 K.B. 502; *Sutherland* v. *Stopes* [1925] A.C. 47, and *Aga Khan* v. *Times Publishing Co., Ltd.* [1924] 1 K.B. 675, to hold that a party pleading a rolled-up plea could not be ordered to deliver particulars stating which of the words complained of were relied on as statements of fact and which as expressions of opinion, nor to give particulars of the facts relied on as the basis of his comments, if the plea limited them to "the said facts." Lord Atkin's words in *Hobbs* v. *People Newspaper Publishing Co., Ltd.* (*The Times*, 30th March, 1926) were *obiter dicta*.

SLESSER and SCOTT, L.JJ., agreed.

COUNSEL: *T. Mathew; Gerald Slade.*

SOLICITORS: *Deacon & Co.; Underwood, Barron & Heys-Jones.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Appeals from County Courts.

Dermody *v.* Higgs & Hill Ltd.

Greene, M.R., Romer and MacKinnon, L.JJ.
10th November, 1937.

WORKMEN'S COMPENSATION—INJURY BY ACCIDENT—ROAD-MAKER—ATTEMPTING TO START LORRY BRINGING MATERIALS—ACT OUTSIDE EMPLOYMENT BUT FOR EMPLOYER'S BENEFIT—MEANING OF EMERGENCY.

Appeal from Greenwich County Court.

A lorry belonging to the respondent company having brought materials to a road for the purposes of road-making, the driver was unable to start it for about a quarter of an hour. A workman employed by the company in the road making assisted the driver, and in so doing broke his wrist. There was evidence that if the lorry had not been started there would have been no means of bringing material to work

on. His Honour Judge Wells dismissed a claim for compensation, holding that though the man's act was for his employer's benefit it was outside the scope of his employment, and there was no emergency entitling him to recover.

GREENE, M.R., allowing the workman's appeal, said that the act which he was doing was not one of the kind he was employed to do. The question was whether, notwithstanding this, the accident arose out of and in the course of his employment within the meaning of the Workmen's Compensation Act. In *Culpeck* v. *Orient Steam Navigation Co.*, 15 B.W.C.C., at p. 189, Scrutton, L.J., did not mean to confine the right to recover in this class of case to circumstances where there was something in the nature of an emergency in the sense of some imminent danger to life, limb or property. In *Menzies* v. *M'Quibban*, 2 Fraser, at p. 735, the Lord President had defined an emergency as "something which occurs unexpectedly," not necessarily "an occurrence giving rise to great danger." To come within the principle of the "emergency" cases, the act done must be reasonable and sensible in the circumstances. In general that would exclude an unskilled man undertaking a job requiring a high degree of skill. It would not generally be reasonable for a man to undertake a job which he was obviously not fitted to do, though in some cases of emergency even that might be reasonable. It would depend on the facts. But where the act was one which it would be obvious and, therefore, reasonable for a workman to do to enable his master's work to proceed, the principle would in general apply. Here the work was stopped so long as the lorry was out of action, and there was a real emergency in the conduct of the work. The man did what was reasonable in the circumstances.

ROMER and MACKINNON, L.JJ., agreed.

COUNSEL: *D. Murphy; J. Pugh.*

SOLICITORS: *Bryan O'Connor & Co.; Dennes & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Lloyd *v.* Francis.

Greene, M.R., Romer and MacKinnon, L.JJ.
15th November, 1937.

INDUSTRIAL SOCIETY—DEBT OWING BY MEMBER—LIQUIDATION—ASSIGNMENT BY LIQUIDATOR—RIGHT TO SET OFF SHARE CAPITAL—LIABILITY TO CONTRIBUTE—INDUSTRIAL AND PROVIDENT SOCIETIES ACT, 1893 (56 & 57 Vict., c. 39), s. 23 (2).

Appeal from Porth County Court.

Under the rules of an industrial co-operative society registered under the Industrial and Provident Societies Act, 1893, prospective members had to sign a declaration of readiness to take five shares. They had to pay not less than 3s. 6d. a share till the payments and dividends amounted to the full value of each. Sums due for subscriptions, fines or other debts were recoverable as debts due to the society. Members were entitled to withdraw their capital in cash on notice to the committee. It was provided by r. 16 that credit given should not exceed four-fifths of a member's share capital, together with any money which he might have in the society, and that if at the end of the quarter the member had not been cleared on the books, the society should reduce his capital to the extent of the credit given. In 1932 an extraordinary resolution for winding up was passed, and in 1935 the society's book-debts were assigned to the defendant. Among these was a debt of £22 14s. 1d. due from the defendant, who held five fully-paid shares of £1 10s. each, and thus held capital paid up to the extent of £7 10s. In an action to recover the debt of £22 14s. 1d., His Honour Judge Williams held that the defendant was entitled to set off the £7 10s.

GREENE, M.R., allowing the plaintiff's appeal, said that the directions for reducing the capital of a member by four-fifths if credit were given, and the account not cleared, was obligatory on the society as being a provision introduced for the benefit of everybody. His lordship referred to the Industrial and Provident Societies Act, 1893, s. 23 (2), and said that thereunder the society had the option to set-off a debt owing by a member against the amount paid up on his shares, but under r. 16 that process was compulsory to the extent of four-fifths only on his paid-up capital. The effect of the operation referred to in the sub-section as a set-off and in r. 16 as reducing the member's capital was not to relieve the member of his obligations of membership in respect of the shares, and was different from the process of withdrawal under which he ceased to be a shareholder. One of the obligations of membership was to contribute to the extent of his liability on capital account to the payment of the society's debts. It had been argued for the defendant in the county court that under r. 16 the society was obliged to write down the amount of his capital in liquidation of his debt, and if that had been done the result of his accounts in its books would have been that his credit to capital account would have been wiped out, and his debt for goods supplied reduced accordingly. It had been contended that he should not be penalised because the society's officers had not carried out the necessary book entries to give effect to r. 16, and that he should be treated on the footing that that had been done which ought to have been done. His lordship observed that the obligation to write down the capital amount in respect of debts only extended to four-fifths of the paid-up capital. Further, as no point had been taken in the court below that the granting of credit above the limit laid down by r. 16 was *ultra vires* the society, it must be disregarded now. The judge had misdirected himself as to r. 16. The assignment to the plaintiff was subject to equities and, therefore, subject to such rights, if any, as having regard to r. 16 the debtors whose debts were assigned were entitled to. If r. 16 had been carried into effect according to its terms, the member would still have remained liable to contribute in the winding up to the extent of the capital unpaid on his shares; if the matter had been between the liquidator and the member, the liquidator claiming payment of the debt and the member claiming a set-off under r. 16, the liquidator's answer would have been that the only effect of reducing the member's capital in satisfaction of the debt could be to leave the member liable to contribute a corresponding amount in the liquidation. The plaintiff was in the same position as the liquidator, and the defendant could claim no advantage from the performance of r. 16. Had the facts been such that if r. 16 had been complied with, the whole of the members' unpaid capital would not have been required to have been called up to satisfy the society's liabilities, he might have contended that the liquidator's counter-equity could only be exercised *pro tanto*, and claimed a set-off under r. 16 for the balance remaining good. But this society was hopelessly insolvent. The plaintiff could recover the full amount of the debt.

ROMER and MACKINNON, L.JJ., agreed.

COUNSEL: *Stable*, K.C., and *G. George*. (The respondent was not represented.)

SOLICITORS: *Wrentmore & Son*, for *Thomas W. Lewis*, of Merthyr Tydfil.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Perry *v.* Sharon Development Co. Ltd.

Greene, M.R., Romer and MacKinnon, L.JJ.
16th November, 1937.

VENDOR AND PURCHASER—LAND—BUILDING ESTATE—PURCHASE OF PARTLY-ERECTED HOUSE—WARRANTY AS TO CONDITION.

Appeal from Willesden County Court.

In 1935 the plaintiff entered into an agreement with the defendants, who were builders developing a housing estate, to purchase a certain piece of land "together with the dwelling-house and premises erected or in course of erection thereon."

A deposit was paid and the balance of the purchase money was to be paid and the contract completed on a day fixed "or so soon thereafter as the premises shall be completely finished and ready for occupation." The plaintiff having gone into occupation in January, 1936, complained of the condition of the house in May, the complaints being partly with regard to structural matters and partly with regard to decoration. In an action for damages in which he alleged breach of warranty, His Honour Judge Drucquer found as a fact that at the time of the agreement the house was partly constructed and held that there should be implied in the contract a term that it should be completely finished and made ready for occupation.

GREENE, M.R., dismissing the defendants' appeal, said that the agreement contemplated that completion should not take place till the house was "completely finished and ready for occupation," those words indicating what was meant by "erected." That was the nature of the thing sold. The plaintiff did not rest his case on any collateral agreement. The vendor of a completed house did not apart from an express bargain undertake any obligation with regard to its condition, since in the case of such a house there was no room for the implication of any term as to the doing of further work on it. But in the case of a house in process of completion, particularly where completion of the contract was not to take place till it had arrived at the contemplated state of finish and readiness for occupation, there must be implied an undertaking that it should be in that condition. The contract examined in relation to the facts found showed that there should be imported into it an obligation to put the house into such a condition. His lordship referred to *Bottomley* v. *Bannister* [1932] 1 K.B. 458, and *Miller* v. *Cannon Hill Estates Ltd.* [1931] 2 K.B., at p. 120.

ROMER and MACKINNON, L.JJ., agreed.

COUNSEL: *Serjeant Sullivan*, K.C., and *Fortune*; *Hector Hughes*, K.C., and *Smuts*.

SOLICITORS: *De Meza & Menassé*; *Hanchett Copley & Hails*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Morgan *v.* Tareni Colliery Co., Ltd.

Greene, M.R., Romer and MacKinnon, L.JJ.
9th, 10th and 29th November, 1937.

WORKMEN'S COMPENSATION—INCAPACITY BY SILICOSIS—WORKMAN ENTITLED TO PRIORITY OF EMPLOYMENT—TEMPORARY WAIVER TO AFFORD WORK FOR OTHERS—REDUCTION OF TOTAL EARNINGS IN YEAR PRECEDING INCAPACITY—WORKMEN'S COMPENSATION ACT, 1925 (15 and 16 Geo. 5, c. 84), ss. 9 (2), 10 (1).

Appeal from Neath and Port Talbot County Court.

The applicant, a coal cutter, employed by the respondent company, was, by reason of seniority of service, entitled to priority of employment. An important customer having ceased production in the middle of 1932, work became slack, and to avoid the withdrawal of any man, the workmen agreed to the adoption of the spread-over system by which each man worked one week in three till October and one week in two till Christmas. The applicant, who would otherwise have been in continuous work during the whole period, agreed to waive his rights. In February, 1933, he was certified as partially incapacitated by silicosis and suspended from his employment. In 1936 he was certified as totally incapacitated. His Honour Judge Williams held that for the purpose of calculating the weekly payment of compensation to which he was entitled his average weekly earnings during the twelve months immediately preceding his suspension should be ascertained by reference to the actual wages he had earned during that period.

GREENE, M.R., dismissing the workman's appeal, said that he had argued that as he would have been in full work throughout the twelve months had the seniority rule not been suspended, he should not be penalised for a voluntary arrangement entered into for the benefit of his fellow workmen, and that either in arriving at his total weekly earnings he should be treated as having earned the wages he would have earned had the rule not been suspended, or the spread-over period should be treated as abnormal and excluded in calculating the average weekly earnings. His lordship referred to the Workmen's Compensation Act, 1925, ss. 9 (2), 10 (1), and to *Perry* v. *Wright* [1908] 1 K.B., at pp. 456, 461; *Carter* v. *John Lang & Sons*, 1 B.W.C.C. 379; *Anslow* v. *Cannock Chase Colliery Co., Ltd.* [1909] 1 K.B. 352; [1909] A.C. 435, and *Bailey* v. *Kenworthy* [1908] 1 K.B., at p. 466, and said that as soon as the arrangement was made the conditions under which the applicant was employed were such that his employment became in its essence intermittent. His periods of enforced idleness were on the same footing as the period of stoppage in *Anslow* v. *Cannock Chase Colliery Co., Ltd.*, *supra*.

ROMER and MACKINNON, L.JJ., agreed.

COUNSEL: *J. Pugh*; *A. E. Ward*; *W. Shakespeare*.

SOLICITORS: *J. T. Lewis & Woods*, for *Randell, Saunders & Randell*, of Swansea and Llanelly; *Furniss, Stephen & Co.*, for *A. J. Prosser*, of Cardiff.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re Wright: Public Trustee *v.* Wright.

Clauson, J. 19th November, 1937.

WILL—CONSTRUCTION—LEGACIES—PROVISION FOR FORFEITURE—IF LEGATEE SHOULD BECOME OR SHOULD MARRY A ROMAN CATHOLIC—WHETHER CONDITION SUBSISTED DURING LIVES OF LEGATEES.

The testatrix, who died in December, 1936, by her will, made in October, 1934, bequeathed a large number of pecuniary legacies, directing that forfeiture should take place in the case of any legatee who had become or should become or had married or should marry a Roman Catholic. The question arose whether this provision applied only as at the death of the testatrix or as at her death and up to a year thereafter or as at her death and throughout the legatee's life.

CLAUSON, J., in giving judgment, said that the testatrix meant the ban to apply to those who became or married Roman Catholics between the date of her will and the date of her death. The ban was inconsistent with the legacy being held up during the legatee's life and then paid to his executors. The testatrix meant the legatees to have their sums so soon after her death as the trustees could pay them.

COUNSEL: *W. M. Hunt*; *George Slade*; *R. W. Turnbull*; *Humphrey King*.

SOLICITORS: *Williamson, Hill & Co.*, for *D'Angibau & Malim*, of Boscombe; *Blyth, Dutton, Hartley & Blyth*; *Stileman, Underwood & Taylor*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Finska Angfartygs A/B and Others *v.* Baring Brothers & Co. Ltd.

Luxmoore, J. 19th November, 1937.

EVIDENCE—ACTS OF FOREIGN STATE—PROOF—AUTHENTICATED COPIES NOT AVAILABLE—SECONDARY EVIDENCE—TRANSACTIONS BETWEEN FOREIGN NATIONALS—NOT ASSIGNMENTS ACCORDING TO *Lex Domicilii*—ENFORCEABILITY—EVIDENCE ACT, 1851 (14 & 15 Vict., c. 79), s. 7.

The plaintiffs were the owners of certain ships registered in Finland which till 1917 was part of the territory of the Russian Government. In 1916 and 1917 that government requisitioned the ships and handed them over to Great Britain for use in the Great War. Some of them were thereby lost. The British Government paid the Russian Government

for the use of the ships but the plaintiffs did not receive any payments. The defendants had in their possession certain very large sums deposited with them as bankers by the Russian Government before the revolution which established the Soviet régime. Part of these funds stood to the credit of a separate account called the "Compte Spécial," instituted in 1915 under an agreement between the British and Russian Governments for the purpose of meeting the commitments of the latter to those of its creditors who required to be paid in sterling. A complicated procedure governed payments out of this account. In this action the plaintiffs claimed about £450,000, contending that the Russian Government had become indebted to them in that sum in respect of the ships requisitioned, and sought a declaration that moneys in the hands of the defendants amounting to that sum had been assigned to them by the Russian Government.

LUXMOORE, J., in the course of his judgment, said that the plaintiffs had tendered certain evidence with regard to certain documents found in their files. The defendants had objected to their admissibility, arguing that documents constituting acts of State could only be proved in the way laid down in the Evidence Act, 1851. These documents were copies of orders or directions given by a Russian governmental body, known as the Principal Administration for Supplies from Abroad, with regard to payment to the plaintiffs. The 1851 Act provided that all acts of a foreign State might be proved in any court either by examined copies or authenticated copies. Here no such proof was available because the plaintiffs could not ascertain whether the originals still existed and the Soviet Government refused to help. The Act was not exhaustive, and where copies in accordance with it could not be obtained from the proper source the best secondary evidence of the originals could be given. These documents should be admitted as true copies of the original orders. The plaintiffs relied on them as a legal assignment in favour of themselves of part of the Compte Spécial in the defendants' hands. The transactions took place in Russia between Russian subjects and the plaintiffs had to establish that the orders operated as legal assignments according to Russian law, for an alleged assignment invalid according to the *lex domicilii* could not if the domicile was other than England be enforced in the English courts (*Republic de Guatemala* v. *Nunez* [1927] 1 K.B. 669). His lordship considered the documents and said that he could not infer that there was an intention to assign any part of the Compte Spécial to the plaintiffs. The action would be dismissed.

COUNSEL: *Miller*, K.C., *Radcliffe*, K.C., *Brunyate*, *Idelson* and *Fachiri*; *Sir Patrick Hastings*, K.C., *J. H. Stamp* and *V. Holmes*.

SOLICITORS: *Roney & Co.*; *Slaughter & May*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Lind *v.* Johnson.

Goddard, J. 29th October, 1937.

WORKMEN'S COMPENSATION — EMPLOYEE INJURED BY ACCIDENT—FULL WAGES PAID BY EMPLOYER DURING DISABILITY—NOTICE TO EMPLOYER'S INSURANCE COMPANY GIVEN BY EMPLOYER'S AGENT—EMPLOYER DIRECTED BY COMPANY TO PAY COMPENSATION—WEEKLY PAYMENTS MADE BY EMPLOYER AND RECEIVED BY EMPLOYEE AS WAGES—WHETHER EMPLOYEE DEBARRED FROM SUING FOR DAMAGES—WORKMEN'S COMPENSATION ACT, 1925 (15 & 16 Geo. 5, c. 84), s. 30.

Action for damages for personal injuries.

The plaintiff, a farm bailiff, was, in December, 1935, injured in a collision with a lorry belonging to the defendant. Negligence was admitted, but the defendant relied on s. 30 of the Workmen's Compensation Act, 1925, whereby a workman who has recovered compensation under the Act is debarred from claiming damages in respect of the same accident. When the plaintiff's employer heard of the accident he instructed his agent to continue paying the plaintiff wages at the full rate while he was off work. The employer never considered terminating the plaintiff's employment. No question of workmen's compensation was mentioned or considered between the plaintiff and his employer. In January, 1936, the agent, remembering that the employer was insured against claims under the Act, wrote to the employer's insurance company, who in reply wrote directing the employer to pay the plaintiff compensation at the rate of £1 10s. a week while totally incapacitated and to obtain his signature week by week on a receipt form which was enclosed with the letter. The company then suggested the possibility that the plaintiff might wish to take civil proceedings against the defendant. The agent then, at the plaintiff's request, instructed solicitors and the present action was brought. None of the matters relating to insurance was known to the plaintiff. The employer, also, thought he was merely paying wages. The employer and the agent were of the opinion that, as the plaintiff was receiving full wages while off work, the employer was entitled to some indemnity by the insurance company under the policy. In April, 1936, after the plaintiff had returned to work, the agent asked him to complete and sign the insurance company's receipt form, which was headed "Received by me, J. Lind, . . . the undernoted sums, being compensation at the rate of £1 10s. a week, in terms of the Workmen's Compensation Act, 1925, under which I elect to take compensation . . ." The receipt was sent to the company, but in fact the employer never received anything from them.

GODDARD, J., said that neither the plaintiff nor the employer had been aware of what might, perhaps, without disrespect, be called the trap in s. 30, for the effect of the section was certainly sometimes to work great hardship on an injured workman who might, in a time of stress, accept a payment of half wages without realising that in so doing he was debarring himself from seeking damages. The plaintiff admitted having read the receipt, but he had given it no consideration or understanding. An employer might well offer to pay an injured workman a sum in addition to the compensation required by law. But that had not happened in the present case. The defendant's case would have been stronger if the plaintiff had signed the insurance company's receipt form week by week. In fact he signed it several weeks after returning to work. If what he received was wages, signature of an incorrect statement could not turn it into compensation. Compensation seemed to him (his lordship) to be the antithesis of wages; a man received the former because he could not earn the latter. Temporary disability did not of itself terminate a contract of service or disentitle a servant to wages. But, if the servant could not work, the master could rescind the contract and dismiss the servant (*Cuckson* v. *Stones* (1858), 1 E. & E. 248). If the servant accepted compensation he could not at the same time recover wages (*Elliott* v. *Liggens* [1902] 2 K.B. 84; *Warburton* v. *Co-operative Wholesale Society Ltd.* [1917] 1 K.B. 663). Here the plaintiff had in no sense by action, demand or acceptance of money recovered compensation under the Act of 1925 within the terms of s. 30. It was therefore unnecessary for him (his lordship) to consider whether *Aldin* v. *Stewart* [1916] S.C. 13 and *Reid* v. *Stevenston* (1928), 21 B.W.C.C. 576, conflicted with *Huckle* v. *London County Council* (1912), 4 B.W.C.C. 113. There must be judgment for the plaintiff.

COUNSEL: *Montague Berryman*, for the plaintiff; *Cyril Salmon*, for the defendant.

SOLICITORS: *Ellis & Fairbairn*; *Blount, Petre & Co.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Rawlings *v.* **Smith.**

Lord Hewart, C.J., Branson and Porter, JJ.
14th December, 1937.

VAGRANCY—CHARGE OF BEING A SUSPECTED PERSON LOITERING—ACTS GIVING RISE TO SUSPICION—ACT CAUSING ARREST—VAGRANCY ACT, 1824 (5 Geo. IV, c. 83), s. 4.

Appeal by case stated from a decision of the Chief Magistrate of the Metropolis sitting at Bow Street Police Court.

An information was preferred by the appellant against John Thomas Smith, charging him under s. 4 of the Vagrancy Act, 1824, with being a suspected person loitering in certain streets in the metropolitan district on a certain day with intent to commit a felony. At the hearing of the information, the following facts were proved. On the 27th February, 1937, Smith was seen to try to open the doors of two cars, after which, in another street, he was seen to open the door of another car, lean inside and emerge without taking anything. The matter having been reported to the appellant, he saw Smith the same evening look into unattended cars in a street, and try unsuccessfully to open the doors of three cars. At 10.50 p.m. and 11.5 p.m., the appellant and another police officer witnessed similar incidents, after which they arrested Smith. The magistrate found as facts that Smith was loitering in a public place, and that he did intend to commit a felony, but held for reasons which appear below, that Smith could not be classified as a suspected person.

LORD HEWART, C.J., said that it was obvious that the chief magistrate would have come to the contrary conclusion had he not formed the opinion that the decision of the Court of Appeal in *Ledwith* v. *Roberts* (1936), 53 T.L.R. 51; 80 SOL. J. 912, had got rid of the judgment of the divisional court in *Hartley* v. *Ellnor* (1917), 81 J.P. 201. The magistrate, in holding that *Hartley* v. *Ellnor*, *supra*, rightly understood, had been overruled by *Ledwith* v. *Roberts*, *supra*, rightly understood, had made an error in law. From *Hartley* v. *Ellnor* two points emerged: first, in order to come within the language of s. 24 of the Vagrancy Act, 1824, the person charged must be a person who fell into a certain class. In the present case he fell into the class of suspected person. Secondly, it was not necessary that the defendant should have acquired the status or have fallen into the category on some date earlier than the date charged in the information. It was enough if the acts antecedent to the act occasioning the arrest were of such a kind as to provoke suspicion. In *Hartley* v. *Ellnor*, *supra*, it was not that one and the same act gave rise (A) to suspicion, and (B) to arrest. The suspicion which made the defendant a suspected person was a suspicion arising from acts arising antecedently to the act occasioning the arrest. That got rid of the proposition that in order to be a suspected person the man must have got into the class of suspected person on a date earlier than that of the arrest. The essential point in *Ledwith* v. *Roberts*, *supra*, was that one and the same act had been relied on by the prosecution both as giving rise to the suspicion bringing the defendants into the class of suspected persons and as the act which occasioned the arrest. There was only one transaction. There must be the necessary ingredient of antecedent facts giving rise to suspicion which brought the alleged offender into the category of suspected persons. None of the judgments in *Ledwith* v. *Roberts*, *supra*, read in relation to their facts in any way marred the effect of the judgment in *Hartley* v. *Ellnor*, *supra*. The facts in the present case clearly exhibited, first, the antecedent acts occasioning suspicion, and, secondly, the act which was the culminating point of a long series of acts and which caused the arrest. The two separate elements were clearly shown, and the appeal must be allowed.

COUNSEL: *E. J. P. Cussen* (*Byrne* with him), for the appellant; *F. Milton*, for the respondent.

SOLICITORS: *Solicitor of Metropolitan Police*; *Ronald J. Cassels.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Reviews.

In the Eyes of the Law. By G. EVELYN MILES, B.A., B.Sc. (Econ.), of Lincoln's Inn, Barrister-at-Law, and DOROTHY KNIGHT DIX, B.A., of the Inner Temple and South-Eastern Circuit, Barrister-at-Law. 1937. Crown 8vo. pp. (with Index) 205. London: Edward Arnold & Co. 3s. 6d. net.

To compress the law of England into the space of 200 pages is very like holding infinity in the palm of your hand and eternity in an hour, but in the interests of the British citizen at large the two enterprising ladies who wrote this little book have gone a long way to accomplishing this wonder. Their line of approach has been to show the working of the law in relation to everyday life, and choosing such pivots as "Neighbours," "Animals," "Wills," they have marshalled its main principles with an astonishing degree of cohesion. In a work so closely packed, the subject-matter almost inevitably takes its revenge by an occasional looseness of expression, but this is merely the defect of the book's qualities.

Diaries for 1938.

A good diary is a necessity in the office, and the following can be recommended as being specially designed to meet the requirements of members of the legal profession: *The Solicitors' Diary*, 1938, which is published by Messrs. Waterlow and Sons, Ltd., contains, in addition to the diary portion, alphabetical lists of London and provincial barristers-at-law, and of London and country solicitors, together with useful legal information. It is obtainable at prices from 8s., cloth bound, to 15s., half bound, law calf. *The Lawyer's Companion and Diary*, 1938, is published by Messrs. Stevens & Sons, Ltd., and Messrs. Shaw & Sons, Ltd. It also contains a list of barristers and solicitors in London and the country, and information on various matters of interest to lawyers. Prices range from 6s. to 13s., cloth bound, or in half buckram binding for 1s. 6d. extra. It is also sold without the directory for 5s. Messrs. Jordan & Sons, Ltd., are the publishers of *The Companies' Diary and Agenda Book*, 1938, which is a foolscap diary with ruled pages for agenda. There are also nearly eighty pages of notes on company law and practice, and other useful information. The price is 4s. *The Lawyer's Remembrancer and Pocket Book*, 1938, is a useful pocket size diary, containing useful legal notes for reference purposes. It is published by Messrs. Butterworth & Co., at 5s.

Books Received.

Law of Commission for Estate Agents. By J. M. WOLSTENHOLME, B.Sc. Econ. (Lond.), of Gray's Inn, Barrister-at-Law. 1937. Crown 8vo. pp. (with Index) 92. London: Sir Isaac Pitman & Sons, Ltd. 5s. net.

The National Defence Contribution. By H. E. SEED, A.C.A., A.S.A.A. 1937. Demy 8vo. pp. xvi and (with Index) 95. London: Sir Isaac Pitman & Sons, Ltd. 7s. 6d. net.

Railways and the State. The Problem of Nationalisation. By ERNEST SHORT. 1937. London: The British Railway Stockholders Union, Ltd. Price 1s.

The Law Relating to Tithes. By PERCY WILLIAM MILLARD, LL.D. Lond. Third Edition, 1938. Demy 8vo. pp. xli and 423. (Index, li). London: Butterworth & Co. (Publishers), Ltd. 15s. net.

Whitaker's Almanack, 1938. By JOSEPH WHITAKER, F.S.A. London: J. Whitaker & Sons, Ltd. 6s. net.

Ribbon Development and Trunk Roads. By WILLIAM MARSHALL FREEMAN, of the Middle Temple, Barrister-at-Law, Recorder of Stamford. Second Edition, 1937. Demy 8vo. pp. xxxii and (with Index) 340. London, Liverpool, Birmingham and Glasgow: The Solicitors' Law Stationery Society, Ltd. 25s. net.

Obituary.

His Honour JAMES MULLIGAN, K.C.

His Honour James Mulligan, K.C., sometime Judge of County Courts on Circuit 32, died at Chiswick on Wednesday, 15th December, at the age of ninety. He was educated at the Belfast Royal Institution and at Queen's University, Ireland. He was called to the Bar by Gray's Inn in 1874, and took silk in 1897. In 1906 he was appointed Judge of County Courts on Circuit 32 (Norfolk, etc.), and he held that office until 1921, when he resigned. He was the author of several books which were published between 1925 and 1932.

Mr. A. W. FRYZER.

Mr. Alfred William Fryzer, B.A., LL.B. Lond., solicitor, of Arundel Street, W.C., and East Molesey, and head of the firm of W. H. Armstrong & Co., solicitors, of Renfrew Road, S.E., died at a nursing home in London on Tuesday, 14th December. Mr. Fryzer was admitted a solicitor in 1905.

Mr. W. H. HALES.

Mr. William Henry Hales, solicitor, of Adam Street, Adelphi, W.C., and Wimbledon, died on Saturday, 11th December, at the age of seventy-nine. Mr. Hales was admitted a solicitor in 1883.

Parliamentary News.

Progress of Bills.

House of Lords.

Clydebank Burgh Order Confirmation Bill.
Royal Assent. [9th December.
Conveyancing Amendment (Scotland) Bill.
Read Second Time. [14th December.
Empire Exhibition (Scotland) Order Confirmation Bill.
Read Third Time. [15th December.
Expiring Laws Continuance Bill.
Royal Assent. [9th December.
Glasgow Boundaries Order Confirmation Bill.
Read Third Time. [15th December.
Hamilton Burgh Order Confirmation Bill.
Royal Assent. [9th December.
Judiciary (Safeguarding) Bill.
Reported without Amendment. [14th December.
Merchant Shipping (Superannuation Contributions) Bill.
Royal Assent. [9th December.
National Health Insurance (Juvenile Contributors and Young Persons) Bill.
Royal Assent. [9th December.
Patents, etc. (International Conventions) Bill.
Read Second Time. [14th December.
Public Works Loans Bill.
Read Second Time. [14th December.
Rothesay Harbour Order Confirmation Bill.
Read Third Time. [15th December.
Rutherglen Burgh Order Confirmation Bill.
Royal Assent. [9th December.
Supreme Court of Judicature (Amendment) Bill.
Royal Assent. [9th December.

House of Commons.

Coal Bill.
In Committee. [14th December.
Glasgow Boundaries Order Confirmation Bill.
Read Third Time. [10th December.
Hire-Purchase Bill.
Read Second Time. [10th December.
Housing (Agriculture Population) (Scotland) Bill.
Reported, with Amendments. [9th December.
Poor Law (Amendment) (No. 2) Bill.
Reported with Amendment. [15th December.
Quail Protection Bill.
Read Third Time. [14th December.
Street Playgrounds Bill.
Read Second Time. [10th December.
Workmen's Compensation Bill.
Read Second Time. [10th December.

Questions to Ministers.

LAW REPORTS (COUNTY COURTS).

Mr. Cassells asked the Attorney-General whether law reports are furnished free of charge in county courts in England.

The Solicitor-General (Sir Terence O'Connor): I presume that the question refers to law reports for the use of the court. If so, the answer is "Yes."

Mr. Cassells: How long has this system been in existence?

The Solicitor-General: I think the practice has prevailed for some considerable time. County court judges are supplied on request at the public expense with the reports such as the Law Journal reports, but, of course, no judge asks for them all, and many have sets of their own.

Mr. Goldie: Is the Solicitor-General not aware that law reports are not provided in some of the smaller assize towns, and will he take steps to see that they are supplied?

The Solicitor-General: That is a separate question which I should like to see on the Paper. [14th December.

HOUSING.
RENT RESTRICTION.

Mr. Markham asked the Minister of Health what is the present position of the inquiries proceeding relating to the Rent Restriction Acts; and whether he will be in a position to announce the Government policy in this direction before Christmas.

Sir K. Wood: As I announced in reply to the hon. Member for Plaistow (Mr. Thorne) on 9th December, I have now received the report of the Departmental Committee and will present it to Parliament in the course of a day or two. It will not be practicable to announce the policy of the Government before Christmas, but my hon. Friend can be assured that an announcement will be made as early as is possible. [14th December.

The Law Society.

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 1st and 2nd November, 1937:—

Herbert Alletson, Denis Raymond Allward, LL.B. London, Frank Alsop, Geoffrey Ambrose, Joseph Emile Amzalak, LL.B. Liverpool, Robert Penrice Archer, Harry Armistead, Arthur Phillip Arnold, B.A. Cantab., Noël George Arnold, Edward Humphrey Auden, John Ernest Aylett, Anthony Case Aylward, Jack Greenwood Bailey, Myer Balin, LL.B. London, John Bruce Ballard, Stanley Watson Barker, John Gray Barr, Harold Francis Batcheldor, Maurice Edward Bathurst, LL.B. London, Charles Beale, B.A. Cantab., Raymond Beale, LL.B. Sheffield, Arthur Collinwood Beard, M.A. Oxon, Geoffrey Lionel Willink Beardsley, Charles Noel Beattie, LL.B. London, Alan Rutherford Bennett, Alfred Colin Bennett, Robert Dennis Birch, Michael Crofton Black, John Anthony Blackwood, LL.B. Liverpool, John Swinburne Blair, Arthur Kenneth Blake, Cuthbert Lisle Blenkinsop, B.A., LL.B. Cantab., William John Block, Harold David Parting Bott, Norman Edward Bradley, James Luke Brady, John Aidan Briggs, B.A. Cantab., Gordon Herbert Brown, Guy Dennis Wreford Brown, Peter Brown, B.A. Oxon, Peter Hammet Brown, John Pearson Bruce, Charles Buckley, Douglas Frederick Bull, Reginald William Ewart Burgess, Ernest Burston, Basil Hubert Jackson Camp, Reginald James Campbell, Thomas Harley Royston Campling, George Cass, Bertram Frederick Chapman, Charles Herbert Chappell, Gerald Chappell, LL.B. Manchester, Rowland Clement Cheeseman, Alan Victor Cheshire, LL.B. Bristol, Francis Henry Laurence Cini, Ernest Hanby Clark, George Laughton Clegg, Robert Francis Codrington, Edward John Cole, John Joseph Collins, Ralph Harmar Collins, Raymond Cook, Henry Owen Preston Cooke, Cedric Cooper, B.A. Oxon, Frederick Henry Cooper, Reginald Astley Cope, Andrew Henry Row Copland, John Sidney Copp, Geoffrey Samuel Cornfield, Frank Claude Boyton Covell, Wilfred Crawley, Douglas Bertram Crosse, Antony Dale, B.Litt., M.A. Oxon, John Paul Darch, Richmond Wynne Dauncey, Reginald Flint Davenpont, Daniel Rees Davies, Edward Gwyn Davies, Leonard Vaughan Davies, Alan Robert Davis, Thomas Mason Dawson, Francis Derek Deakin, B.A. Cantab., John Austin Denham, B.A. Oxon, John Roger Corbett de Quincey, M.A. Oxon, Salvian Clarence Sylvester de Wolfe, Frederick Nunns Dickie, Arthur Doggett, B.A. Oxon, Ronald Hamish Douglas, James Arthur Chesterfield Downing, James Allan Drayton,

John Nelson Eagleston, B.A. Oxon, Harry Eastwood, LL.B. London, William Maylott Eccles, Peter Morse Comyn Edginton, Thomas Evance Eeley, Peter Harlow English, Betty Vivian Entwistle, LL.B. Manchester, Alec Henry Evans, Edward Chris Findley, LL.B. Liverpool, David Fish, LL.B. Leeds, Albert Foster, Richard Allan Foster, John Francis Russell Fox, William Richard Nicholas Fox, B.A. Oxon, Joan Elizabeth Montgomery Francis, Norman William Stoakes Franks, Ronald Thorneloe Gardner, Grahame McDonald Garland, Henry St. Clair Glover Gasking, Hugh Ian Gibson, William Sumner Gibson, B.A. Oxon, Robert Frederick Gingell, Samuel Marsland Ginn, B.A. Cantab., Charles James Saville Glanvill, LL.B. Birmingham, Rodney Wyman Gold, B.A. Cantab., John Carlo Gorna, LL.B. Manchester, Robert Edwin Gray, Thomas Patrick Gray, Robert Grundy, LL.M. Manchester, William James Hallett, Abraham Hamwee, LL.B. Manchester, Richard Patrick Harding, Geoffrey Berry Harker, B.A. Oxon, LL.B. London, Alfred John Harris, Frederick Irving Harris, Jesse Lionel Harrison, John Stephen Hart-Jackson, John Philip Lewis Haslam, John Ramsden Haslegrave, B.A., LL.B. Cantab., Derek Moncur Hatton, Stephen John Henry, Thomas Freeman Higginson, Kenneth Hesketh Higson, B.A. Oxon, Alex John Hill, Joseph Cowderoy Hodgson, Philip Booth Hodgson, John Cory Holcombe, James Cooper Holden, William Holland, Leslie Haselden Holroyde, George Frederick Cameron Honewood, John Gerald Eckersley Hope, Kenneth Millington Hore, Francis Xavier Houghton, B.A. Oxon, John Gardiner Houldsworth, Alfred William Hounsome, Arthur d'Arcy Hughes, John Joseph Hurdidge, Ernest John Hutchings, Alan Hyslop, Edward Allen Ingham, Harry Starkings Inwood, Alun Gareth James, B.A. Cantab., B.A. Wales, Brian Seymour Jepson, Charles Eric Jobson, Richard John, Thomas Graham Vincent Johns, Edwin John Jones, LL.B. Birmingham, Eric Paul Jones, LL.B. London, John Gwilym Jones, B.A. Wales, Neville Douglas Jones, Cyril Keeton, Bryan Keith-Lucas, M.A. Cantab., Adrian Morgan Kelly, LL.B. London, Frederick Douglas Kennedy, Alan Hugh Kent, Alexander Christopher King, David Ferguson King, James Peter Knight, LL.B. Leeds, Ivan Raymond Krish, Brian William Lane, Henry John Lavington, Carrie Lawson, Peter Carden Layton, William Augustus Leach-Lewis, B.A. Cantab., Edward Kristian Lee, B.A. Oxon, John Muirhead Lee, B.A., LL.B. Cantab., Isidore Levin, LL.B. Liverpool, Matthews Levy, LL.B. London, Arthur Lewenstein, B.A. London, Frank Thomas Lewis, James Ernest Douglas Lobb, Clifford Dudley Lowings, William Mackenzie Lundeberg, Frederick William Peter Lupton, Hugh John Mackin, Æneas James Douglas Mackintosh, B.A. Oxon, Neil George Maclean, M.A., LL.B. Glasgow, Christopher John Malim, B.A. Oxon, Solomon Manning, LL.B. Leeds, Cedric William Margetts, Janet Mary Martin, Kenneth Roger Martin, Frederick Charles Lovering Matthews, B.A. Oxon, James Matthews, Tom Michaelson-Yeates, Deighton Edgar Millar, Stanley William Millington, Kenneth Irwin Mitchell, Bernard Morris, LL.B. Leeds, Stanley Moore, Ronald Henry Morton, Harry Kenneth Muff, Alastair Napier, Charles Alfred Neale, Llewelyn Jarrett Nicholas, William Owen Nicholls, Kenneth Anthony Oates, Gerald Freakley Oldacre, John Richard Owles, John Garrard Page, Leslie Ernest Page, Alfred Francis Ingham Parmeter, B.A. Cantab., Joseph Parry, Walter John Parry, Andrew Francis Dudley Parsons, B.A. Oxon, Brian William Dudley Paul, B.A., LL.B. Cantab., John Laurence Payne, B.A. Oxon, Samuel Pennington, B.A. Cantab., George Dudley Gwynne Perkins, B.A. Cantab., Richard Thomas Henry Perkins, Thomas Whittaker Peters, Susan Dorothy Pickering, Richard Ellis Pickford, LL.B. Sheffield, Charles Pemberton Pickles, LL.B. Leeds, Donald Whiteley Pickles, Ernest John Pickworth, William David Picton, B.A. Oxon, Francis Eric Pilcher, Evelyn Bessie Pilkington, Donald Mackay Pitt, George Langwell Plum, Harry Lawrence Poole, Martin Herbert Port, Andrew Frederick Arthur Powles, LL.B. London, Eric Arthur Price, Peter Fulke Prideaux, Michael Logan Prior, Philip Hurley Race, Italo de Lisle Radice, B.A. Oxon, William Ratcliffe, Paul Whitfield Reed, LL.B. London, David Noel Rees, Joseph Renwick, Clifford Rhodes, Clement Eustace Roberts, John Alderman Roberts, Lewis William Roberts, LL.B. London, Noel Stafford Robinson, Harold Paillet Rodier, B.A., LL.B. Cantab., Donald George Rogers, Harold Frederick Rogers, Mark Morton Romney, B.A. London, James Ross, B.A. Oxon, Baden Redvers Round, Claude Homer Ruffhead, William Salthouse, Rainald Russell Salzman, Peter Crofton Sanders, Denys Anthony Satterford, Mervyn Sawyer, Jasper Denis Scholey, Philip Segar Scorer, Dunston Samson Montagu Scott, B.A. Oxon, Eric Arthur Scudamore, John Serjeant, Richard Leslie Sharples, Joseph Lewis Shaw, Herbert Reginald Shawcross, LL.B. Manchester, Derek Oakley Siddons, Myer Silverstone, LL.B. London, Donald Fraser Sim, Maxwell Simon, Bernard John Sims, LL.B. London, Alan Sitdown, Denis Walter Smith, Harry Noël Smith, B.A. Oxon, James Gilchrist Smith, LL.B. Leeds, John Evelyn Smith, B.A. Cantab., Peter Edgar Gordon Smith, Roy Machin Smith, Jack Leonard Ernest Smith-Wood, Ralph Mordaunt Snagge,, B.A Oxon, Peter Claude Sneath, Cyril Frederick Snow, Richard Brian Snowden, Stanley Ronald Philip Solomon, B.A. Oxon, Ernest Philip Mawdsley Sprott, B.A. Oxon, James Helliwell Stanley, Esmond Starling, B.A. Oxon, Frederick Brewerton Stevens, LL.B. London, John Osmond Julius Stevens, LL.B. London, John Stanley Newcombe Stevens-Neck, John Douglas Stewart, Eric Bracegirdle Stott, Arthur Thomas Stubbs, Dennis Harry Horton Stubbs, Maynard Stubley, Hubert Henri Michael Sugg, Harry Douglas Swales, Richard Harold Sweet, George Swirsky, LL.B. London, Michael Barry Sykes, Clifford Louis Symons, Wilfrid Bowes Taylor, John Elliott Terry, LL.B. London, William Hilliard Beynon Thomas, Ralph Harrison Thompson, B.A. London, William Ivor Thompson, Stephen Harold Todd, LL.B. Cantab., Brian Dunstan Tolhurst, David Charles Humphery Townsend, B.A. Oxon, John Arthur Trapnell, Alexander Aaron Traub, LL.B. London, Edward Kenneth Truman, George Edward Twine, M.A. Cantab., Leslie Frank Viney, Rowland Armitage Waldron, John Eric Walker, Gordon Frederick Wall, Phyllis Evelyn Waller, Henry Charles Guy Walmisley-Dresser, B.A. Cantab., Mary Percival Walsh, Richard Walters, Henry Roughley Warburton, Cecil Victor Alexander Wearn, Roy Kingsley Ettwell Weaver, Kenneth William Welfare, B.A. Cantab., Peter John Weston Wells, Edward Douglas Lawson Whatley, Richard James Vernon Wheeler, B.A. Oxon, Horace Edgar White, Norman Jarrett Whitehead, Gerald Abson Whiteley, Bryan James Yorath Williams, David Herbert Fenn Williams, Neville James Collier Williams, LL.B. Manchester, Reginald Samuel Glyn Williams, B.A., LL.B. Cantab., William Ronald Morgan Williams, M.A. Oxon, Ian Stewart Williamson, Percival Bernard Williamson, LL.B. London, Thomas Claude Middleton Winwood, B.A. Cantab., Geoffrey Houldsworth Wise, Arthur Edmund Wodehouse, Jack Woodcock, John Edward Woodroffe, B.A. Oxon, Frank John Woodward, Charles John Gordon Woolley, Kenneth Wormald, B.A. Oxon, Ernest Hedley Wright, Robert Freeman Wright, Kenneth Yates, Eric John Yerbury.

No. of Candidates, 483. Passed, 354.

The Council have awarded the following Prize: To Edwin John Jones, LL.B. Birmingham, who served his Articles of Clerkship with Mr. William Leonard Highway, of the firm of Messrs. W. L. Highway & Son, of Birmingham; and Ivan Raymond Krish, who served his Articles of Clerkship with Mr. Joseph Silkin, of the firm of Messrs. Silkin & Silkin, of London, the John Mackrell Prize, value about £11.

Final Examination held on the 21st and 22nd June, 1937 (addition to the list published in July, 1937):—Frank Harold Green.

Special General Meeting.

A Special General Meeting of the members of The Law Society will be held in the Hall of the Society on Friday, the 28th January, 1938, at 2 p.m.

Evening Meeting.

The next Evening Meeting of members of The Law Society will be held on Thursday, 20th January, 1938, at 8 o'clock, in the Society's Hall, Chancery Lane, London.

The subject of Poor Persons' Procedure has been selected for discussion at the meeting.

Societies.

University of London: University College.

OPENING OF LAW LIBRARY.

Lord Macmillan, Chairman of the University Court, opened the college's new buildings in Foster Court on the 1st December, in the presence of a number of members of the court and heads of departments. The new block consists of a large, sound building, originally part of the premises of Messrs. Shoolbred, which has been admirably converted by Professor Richardson. The opening ceremony was held in the new Library of the Faculty of Laws, and the members of the gathering visited also the Department of Geography, the rooms allotted to the Departments of Geology and Botany, the junior physics laboratory, and the cast gallery of the Department of Archeology.

Viscount Sankey, who took the chair, remarked that it was appropriate that Lord Macmillan should open a law

library, for his outstanding work for legal education was known all over the world.

LORD MACMILLAN said that the list of faculties which would be accommodated in the new buildings might appear a strange mixture, but actually it represented the gradations of the natural world: geology, botany, zoology and, last of all, the highest branch of the primates, the lawyers—a gradual and beautiful rise from the lowest forms of life to the highest. For some reason the faculty of laws had always been the Cinderella of every university. The reason might be that law was regarded as a dismal subject, second only to economics. Erasmus had declared that the study of English law was as far removed as possible from true learning, and that curious prejudice had survived. The future history of the Foster Buildings would prove its fallacy. The proper study of mankind was man, and the community at large was taking an ever-growing interest in social science. The law was the chief of the social sciences, for it was the whole basis of the structure of society, ruling every part of men's lives but only felt when something went wrong and litigation took place. If the true nature of the science of law were realised, it was one of the most enthralling of human pursuits. Moreover, the personal responsibility of every citizen in a democracy was growing daily heavier, and a knowledge of the principles of law became more and more necessary. He would like to see them taught as an elementary school subject. He looked forward to the foundation of a central institute of higher legal studies in London, which was second to no city in its possession of the raw material of these studies.

Law Association.

The usual monthly meeting of the directors was held on the 6th December, Mr. E. Evelyn Barron in the chair. The other directors present were Mr. Guy H. Cholmeley, Mr. Arthur E. Clarke, Mr. Ernest Goddard, Mr. G. D. Hugh-Jones, Mr. C. D. Medley, Mr. John Venning, Mr. William Winterbotham, and the secretary Mr. Andrew H. Morton. A sum of £275 was voted in relief of deserving applicants and other general business transacted.

University of London Law Society.

The annual meeting of the University of London Law Society was held at the London University, Gower Street, on Tuesday, 7th December. The following officers were elected: President, C. Levy; Treasurer, C. Ward; Secretary, M. Fiskman; Committee, R. E. Gill, D. Sacher, Powell, and Miss Kastelian; Hon. Auditor, Clifford Hughes, LL.B., Chartered Accountant; Press Representative, J. Flood.

The retiring President, Mr. F. E. C. Wood, said that Mr. Levy had earned the best speaker's cup for the past year.

The report presented showed that the Society was progressing both numerically and financially. Its activities and influence were of increasing importance.

The Hardwicke Society.

A meeting of the Society was held on Friday, 3rd December, at 8.15 p.m., in the Middle Temple Common Room, the President, Mr. G. E. Llewellyn Thomas, in the chair. Prince Leonid Lieven moved: "That modern democracy is promoting the survival of the unfittest." Mr. C. E. Scholefield opposed. There also spoke Dr. G. F. McCleary, M.D., Mr. Walter Stewart, Mr. Krikorian, Mr. Granville Sharp, Mr. J. Reginald Jones, Mr. T. F. Southall, Mr. J. A. Grieves, Mr. P. A. Picarda, Mr. R. Castle-Miller, Mr. R. H. Hunt, Mr. C. O. Cummins and Mr. Lewis Sturge (Hon. Treasurer). The hon. mover having replied, the House divided, and the motion was lost by six votes.

Solicitors' Benevolent Association.

The monthly meeting of the directors was held at No. 60, Carey Street, W.C.2, on the 1st December. Mr. F. L. Steward (Wolverhampton) was in the chair and the following directors were present: Mr. H. F. Plant (Vice-Chairman), Sir Norman Hill, Bart., Mr. G. L. Addison, Mr. E. E. Bird, Mr. G. S. Blaker (Henley), Mr. G. K. Buckley (Preston), Mr. A. J. Cash (Derby), Mr. T. G. Cowan, Mr. T. S. Curtis, Mr. W. P. David (Bridgend), Mr. G. C. Daw (Exeter), Mr. W. H. Day (Maidstone), Mr. R. Farmer (Chester), Mr. G. Keith, Mr. C. W. Lee, Mr. C. G. May, Mr. R. C. Nesbitt, Mr. L. F. Paris (Southampton), Mr. E. Sant (Salisbury), Mr. A. W. Turnbull (Shrewsbury), Mr. H. White (Winchester), and the Secretary. £1,458 was distributed in grants to necessitous cases and seventy-nine new members were elected.

The United Law Society.

At a meeting of the United Law Society held in the Middle Temple Common Room on Monday, the 6th December (Mr. R. E. Ball in the chair), Mr. A. J. Pratt proposed: "That in the opinion of this House some restriction should be imposed on the right of a testator to disinherit his family and dependents." Mr. F. D. Lawton opposed. Messrs. C. F. Walker, G. B. Burke, R. J. Kent, W. M. Permewan, D. G. Millington, F. R. McQuown, T. R. Owens, O. T. Hill and A. N. Stainton and Miss P. Bicknell also spoke, and Mr. Pratt replied. The motion was lost by two votes.

The Rt. Hon. Lord Atkin presided at the annual dinner of the United Law Society, held at the Café Royal on Monday, 13th December. The guests of the Society included The Rt. Hon. Lord Justice Slesser, The Hon. Mr. Justice Langton, Sir Walter Monckton, K.C., K.C.V.O., Mr. G. D. Roberts, K.C., Mr. F. E. J. Smith (President of The Law Society), Sir Neville Pearson, Bart., and Mr. John Bell (High Master of St. Paul's School). The following officers of the Society were present: Mr. R. E. Ball (Chairman), Mr. J. H. Vine Hall (Vice-Chairman), Mr. F. Howard Butcher (Treasurer), Mr. R. J. Kent and Mr. F. R. McQuown (Secretaries), Mr. O. T. Hill (Reporter), Mr. H. Wentworth Pritchard (Organiser of the Poor Man's Lawyer), Mr. S. E. Redfern and Mr. G. B. Burke (Trustees), and Mr. F. W. Yates (Auditor.)

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Court Room on Tuesday, 7th December (Chairman, Mr. H. Foulis), the subject for debate was: "That the present state of European affairs renders a dictatorship for this country desirable." Mr. J. E. Terry opened in the affirmative. Mr. H. J. Baxter opened in the negative. The following members also spoke: Messrs. P. G. Roberts, L. E. Long, J. M. Shaw, P. W. Iliff, A. C. Dowding, C. A. G. Simkins, K. Elphinstone, Q. B. Hurst, J. R. Campbell Carter, R. Fells, W. H. Struthers. The opener having replied, the motion was lost by thirteen votes. There were nineteen members and three visitors present.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve the following appointments: THE HON. STEPHEN OGLE HENN COLLINS, C.B.E., K.C., and Mr. FRANCIS LORD CHARLTON HODSON, M.C., K.C., to be Justices of the High Court of Justice, Probate, Divorce and Admiralty Division. Mr. Henn Collins was called to the Bar by the Middle Temple in 1899, and took silk in 1932. Mr. Hodson was called to the Bar by the Inner Temple in 1921, and took silk this term.

The Board of Trade have appointed Mr. P. MARTIN to be Registrar of Companies in succession to Mr. W. A. McKears, O.B.E., who has retired from the service. Mr. F. W. BOUSTRED has been appointed Assistant Registrar of Companies in place of Mr. Martin. Mr. Martin succeeds Mr. McKears as Registrar of Business Names.

The Minister of Transport has appointed Mr. H. TREVOR MORGAN, K.C., to be Chairman of Traffic Commissioners, West Midland Traffic Area, to succeed Colonel A. S. Redman, who resigns on 31st December.

Mr. Justice MACNAGHTEN has been elected Treasurer of Lincoln's Inn for the year commencing 11th January, 1938. Sir Reginald Rowe retires at Christmas from the post of Under-Treasurer and Steward, which he has held for the last seventeen years. He will be succeeded by Mr. N. Y. MARRIOTT, the present Chief Clerk.

Dr. W. H. Whitehouse, the Coroner for the south-eastern district of London, has appointed Mr. LAWRENCE WEIR BAIN, M.C., M.B., Ch.B., Barrister-at-Law, as his Assistant Deputy.

Mr. WILLIAM P. ERRINGTON, Assistant Solicitor at Colne, has been appointed Assistant Town Clerk of Leigh. Mr. Errington was admitted in 1932.

Mr. P. E. WHITE, of Shrewsbury, Deputy Clerk of the Salop County Council, has been appointed Clerk to the Isle of Wight County Council. Mr. White was admitted a solicitor in 1926.

Mr. Ronald W. Storr, M.A., Assistant Solicitor to the Finchley Corporation, has been appointed to a similar post under the Beckenham Borough Council. Mr. Storr was admitted a solicitor in 1935.

Notes.

Mr. Gerald Dodson, the Recorder of London, was, at Surrey Quarter Sessions at Kingston last Wednesday, sworn in as a Justice of the Peace for Surrey. He afterwards took his seat on the Bench.

Mr. J. H. W. Pilcher (chairman) reported at Surrey Quarter Sessions last Tuesday that the total number of indictments tried at the Sessions this year was 166, the highest number since 1889, the earliest date of which there was record.

Members of the Hamilton Society of Solicitors entertained their former Dean, Sir William Marshall, Motherwell, to a complimentary dinner in the Masonic Hall, Hamilton, in recognition of the honour of Knighthood recently conferred upon him. The Dean of the Society, Mr. A. P. Smith, Hamilton, presided, and the guests present included Sir David Allan Hay; Sir Henry S. Keith, Sheriffs Mercer and A. R. Brown; Mr. R. M. Nicol, Glasgow, President of the Scottish Law Agents Society, and Mr. Hugh R. Buchanan, Glasgow, Dean of the Glasgow Faculty of Procurators.

CHRISTMAS PUBLICATION.

The issue of "The Solicitors' Journal," dated 25th December, will be published on Wednesday, the 22nd December. Editorial matter for publication in that issue should be received not later than first post on Monday, 20th December. Classified advertisements for insertion will be accepted up to 12 noon on Tuesday, 21st December.

PROBATE, DIVORCE AND ADMIRALTY DIVISION (DIVORCE.)

Practice Note.

No petition, answer or other pleading in any pending suit can be amended so as to include, after 1st January, 1938, any relief first afforded by the Matrimonial Causes Act, 1937, nor can a supplemental petition be filed for that purpose.

Such relief can only be claimed in a petition or answer, as the case may be, filed on or after the 1st January, 1938.

H. F. O. Norbury,
Senior Registrar.

16th December, 1937.

Court Papers.

Supreme Court of Judicature.

Rota of Registrars in Attendance on

Date.	Emergency Rota.	Appeal Court No. 1.	Group II. Mr. Justice Clauson. Non-Witness.	Group II. Mr. Justice Luxmoore. Witness. Part II.
	Mr.	Mr.	Mr.	Mr.
Dec. 20	More	Jones	Hicks Beach	*More
,, 21	Hicks Beach	Ritchie	Andrews	*Hicks Beach
,, 22	Andrews	Blaker	Jones	Andrews
,, 23	Jones	More	Ritchie	Jones

Date.	Group II. Mr. Justice Farwell. Witness. Part I.	Mr. Justice Bennett. Witness. Part II.	Group I. Mr. Justice Crossman. Non-Witness.	Mr. Justice Simonds. Witness. Part I.
	Mr.	Mr.	Mr.	Mr.
Dec. 20	*Blaker	Jones	Ritchie	*Andrews
,, 21	*More	Ritchie	Blaker	*Jones
,, 22	Hicks Beach	Blaker	More	Ritchie
,, 23	Andrews	More	Hicks Beach	Blaker

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

The Christmas Vacation will commence on Friday, the 24th day of December, 1937, and terminate on Thursday, the 6th day of January, 1938, inclusive.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 6th January 1938.

	Div. Months.	Middle Price 15 Dec. 1937.	Flat Interest Yield. £ s. d.	‡ Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	110⅝	3 12 5	3 5 0
Consols 2½%	JAJO	74⅛	3 7 1	—
War Loan 3½% 1952 or after ...	JD	101⅝	3 8 11	3 7 3
Funding 4% Loan 1960-90	MN	112¼	3 11 1	3 3 11
Funding 3% Loan 1959-69	AO	97¾	3 1 4	3 2 3
Funding 2¾% Loan 1952-57	JD	95½	2 17 7	3 1 0
Funding 2½% Loan 1956-61	AO	89½	2 15 8	3 2 7
Victory 4% Loan Av. life 22 years ...	MS	111	3 12 1	3 5 9
Conversion 5% Loan 1944-64 ...	MN	114½	4 7* 4	2 7 6
Conversion 4½% Loan 1940-44 ...	JJ	105¾	4 5 1	2 9 9
Conversion 3½% Loan 1961 or after	AO	102	3 8 8	3 7 6
Conversion 3% Loan 1948-53 ...	MS	101¼	2 19 1	2 16 7
Conversion 2½% Loan 1944-49 ...	AO	98	2 11 0	2 14 3
Local Loans 3% Stock 1912 or after	JAJO	87	3 9 0	—
Bank Stock	AO	342½	3 10 0	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	77½	3 11 0	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	85½	3 10 2	—
India 4½% 1950-55	MN	112	4 0 4	3 5 6
India 3½% 1931 or after	JAJO	93½	3 14 10	—
India 3% 1948 or after	JAJO	80	3 15 0	—
Sudan 4½% 1939-73 Av. life 27 years	FA	111	4 1 1	3 16 10
Sudan 4% 1974 Red. in part after 1950	MN	107½	3 14 5	3 5 8
Tanganyika 4% Guaranteed 1951-71	FA	109	3 13 5	3 2 11
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	106	4 4 11	2 17 9
Lon. Elec. T. F. Corpn. 2½% 1950-55	FA	91	2 14 11	3 3 3
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	105	3 16 2	3 12 4
Australia (Commonw'th) 3% 1955-58	AO	90	3 6 8	3 13 9
Canada 4% 1953-58	MS	109	3 13 5	3 5 5
*Natal 3% 1929-49	JJ	98	3 1 3	3 4 4
New South Wales 3½% 1930-50 ...	JJ	98	3 11 5	3 14 0
New Zealand 3% 1945	AO	98	3 1 3	3 6 1
Nigeria 4% 1963	AO	108	3 14 1	3 10 6
Queensland 3½% 1950-70	JJ	97	3 12 2	3 13 2
South Africa 3½% 1953-73	JD	102	3 8 8	3 6 8
Victoria 3½% 1929-49	AO	99	3 10 8	3 12 1
CORPORATION STOCKS				
Birmingham 3% 1947 or after ...	JJ	86	3 9 9	—
Croydon 3% 1940-60	AO	95	3 3 2	3 6 6
*Essex County 3½% 1952-72 ...	JD	101	3 9 4	3 8 4
Leeds 3% 1927 or after	JJ	83xd	3 12 3	—
Liverpool 3½% Redeemable by agreement with holders or by purchase...	JAJO	99	3 10 8	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	72	3 9 5	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	85½	3 10 2	—
Manchester 3% 1941 or after ...	FA	86	3 9 9	—
Metropolitan Consd. 2½% 1920-49 ...	MJSD	96	2 12 1	2 18 0
Metropolitan Water Board 3% "A" 1963-2003	AO	87⅛	3 8 7	3 9 9
Do. do. 3% "B" 1934-2003 ...	MS	89½	3 7 0	3 7 11
Do. do. 3% "E" 1953-73 ...	JJ	95¼	3 2 10	3 4 3
*Middlesex County Council 4% 1952-72	MN	107	3 14 9	3 7 11
* Do. do. 4½% 1950-70	MN	112	4 0 4	3 6 10
Nottingham 3% Irredeemable ...	MN	84	3 11 5	—
Sheffield Corp. 3½% 1968	JJ	102	3 8 8	3 7 10
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture ...	JJ	108xd	3 14 1	—
Gt. Western Rly. 4½% Debenture ...	JJ	116½xd	3 17 3	—
Gt. Western Rly. 5% Debenture ...	JJ	126½xd	3 19 1	—
Gt. Western Rly. 5% Rent Charge ...	FA	125½xd	3 19 8	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	125⅛	3 19 8	—
Gt. Western Rly. 5% Preference ...	MA	117½	4 5 1	—
Southern Rly. 4% Debenture ...	JJ	106½	3 15 1	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	105½	3 15 10	3 13 3
Southern Rly. 5% Guaranteed ...	MA	125	4 0 0	—
Southern Rly. 5% Preference ...	MA	114½	4 7 4	—

* Not available to Trustees over par.
‡ In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.